

EXHIBIT 1

184701031 - MARSH, LAUREN R and MARSH, KIRK RUSSEL

This case has been moved and is no longer active

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KIRK RUSSEL MARSH

10036 GLENMERE RD
FAIRFAX, VA 22032
kirkrussel@gmail.com

MARSH, LAUREN R and MARSH, KIRK RUSSEL
SECOND JUDICIAL DISTRICT - FARMINGTON DISTRICT COURT

Divorce/Annulment Case

Case Number: 184701031
File Date: 06-29-2018
Assigned Judge: MICHAEL EDWARDS
Next Hearing: N/A

CASE IS NOT ACTIVE

Parties

Type	Party	Represented By
Petitioner	LAUREN R MARSH	KRISTY HANSON
Petitioner	LAUREN R MARSH	MELANIE COOK
Respondent	KIRK RUSSEL MARSH	JACOB COWDIN
Respondent	KIRK RUSSEL MARSH	HOLLY CHRISTENSEN

Account

Make a Payment

Total Restitution Amount Due:	\$0.00	Total Restitution Amount Paid:	\$0.00
Total Non-Restitution Amount Due:	\$200.00	Total Non-Restitution Amount Paid:	\$200.00
Total Bail/Bond Accounts Posted:	\$0.00	Total Bail/Bond Accounts Undisposed:	\$0.00
Total Credits Applied for All Accounts:	\$0.00	Recommended Bail:	\$0.00
Community Service Amount and Units:		Last Transaction Date:	02-24-2025
Fee Waiver Request:		Last Payment Date:	

Filed Documents

Search Document

**** PRIVATE **** Filed: Return of Electronic Notification	12-17-2024
**** PRIVATE **** Filed: Return of Electronic Notification	12-17-2024
**** PRIVATE **** Filed: Rule 1006 Summary of Exhibits	12-17-2024
	12-17-2024
**** PRIVATE **** Filed: Affidavit/Declaration Declaration of Lauren Marsh Zimmer in Support of Motion to Enforce Order and	

**** PRIVATE **** Filed: Affidavit/Declaration Declaration of Lauren Marsh Zimmer in Support of Motion to Enforce Order and for Sanctions	
**** PRIVATE **** Filed: Motion to Enforce Order and for Sanctions	12-17-2024
**** PRIVATE **** Filed: Appearance of Counsel/Notice of Limited Appearance for Lauren Marsh Zimmer	12-17-2024
**** PRIVATE **** Filed: Return of Electronic Notification	10-21-2024
**** PRIVATE **** Filed: US Court of Appeals Fourth Circuit Informal Brief for Habeas	10-15-2024
**** PRIVATE **** Filed: ...	...

⏮

⏪

111 to 120 of 663 documents

⏩

⏭

eDocument Preparation

Search eDocs

File an eDocument

Description ⚙	Status ⚙	Submitted Date ▼
No eDocuments are currently in progress		

EXHIBIT 2

Kristy L. Hanson (9680)
Lesley Johnson (16017)
MACARTHUR, HEDER & METLER
Attorneys for Lauren Marsh Zimmer
4844 North 300 West, Third Floor
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Telephone: (801) 377-1900
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lesley@mhmlawoffices.com

This motion will be decided by the court commissioner at an upcoming hearing. If you do not appear at the hearing, the Court might make a decision against you without your input. In addition, you may file a written response at least 14 days before the hearing.

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the matter of the marriage of:

LAUREN R. MARSH,

and

KIRK RUSSEL MARSH.

**MOTION TO ENFORCE ORDER AND
FOR SANCTIONS**

Civil No.: 184701031

Commissioner: Christina Wilson

Judge: Michael Edwards

COMES NOW Lauren Zimmer (hereafter “Lauren” or “Mother”), by and through her attorney, Kristy Hanson, and respectfully moves this Court for an Order requiring Kirk Russel Marsh (hereafter “Russ” or “Father”), to appear before the above-entitled Court to then and there show cause, if any he may have, why an order should not be entered enforcing the following provisions of the *Supplemental Decree of Divorce* (entered on November 27, 2019) (hereinafter called “*Decree*”) and *Amended Supplemental Parenting Plan* (entered April 8, 2021) and entering the following sanctions:

1. A finding of contempt on the part of Father for his violations of the *Decree* and *Amended Supplemental Parenting Plan*, which include:

2. Failing to abide by ¶ 8 of the *Decree* and not paying Mother the ordered child support monthly amount of \$700.

3. Failing to abide by ¶ 9 of the *Decree* and not sharing “equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the children’s portion of insurance.”

4. Failing to abide by ¶ 9 of the *Decree* and not reimbursing Mother for one-half of all “medical, dental, mental health, and orthodontia expenses incurred for a dependent child, including deductibles and copayments.”

5. Failing to abide by ¶ 3 of the *Amended Supplemental Parenting Plan* and not using best efforts to share information in a “civil, cooperative, co-parenting fashion in furthering the best interests of our daughters.”

6. Failing to abide by ¶ 10 of the *Amended Supplemental Parenting Plan* and failing to “promote a positive relationship between each of our children and the other parent...” and limiting communication to information regarding the children in a respectful manner, specifically failing to “refrain from using derogatory or accusatory language.”

7. Failing to abide by ¶ 14 of the *Amended Supplemental Parenting Plan* and not being “prompt and on time at exchange times” and not “promptly alert[ing] one another if there is any change of plans.”

8. Failing to abide by ¶ 15 of the *Amended Supplemental Parenting Plan* and not making the minor children’s “well-being a priority by supporting him/her financially and emotionally.”

9. Failing to abide by ¶ 16 of the *Amended Supplemental Parenting Plan* and failing to “follow the Court’s direction regarding child support, alimony, and other expenses. Other expenses requiring reimbursement will be provided, including receipt with amount and specific activities included. Payment will be made within 30 days of receipt of verification of expenses.”

10. Failing to abide by ¶ 17 of the *Amended Supplemental Parenting Plan* and not abiding “by the mutual restraining order of the Court prohibiting each party from harming, harassing, or annoying the other party, and from making negative or derogatory comments about the other party in the presence of the children, or allowing third parties to do so. The parties will not discuss the divorce, who filed for divorce, who chose the divorce, or express anything to the children regarding the parties’ relationship nor a hope that the parties will get back together.”

11. Lauren requests the following orders and judgments:

12. A judgment for \$7,700 for past due child support from January 2024 through November 2024, and any further child support incurred between November 2024 and the date of the hearing.

13. A judgment for \$1,320 for one-half of the costs of medical and dental insurance from January 2024 through November 2024, and any further medical and dental insurance costs incurred between November 2024 and the date of the hearing.

14. A judgment for \$1,314.26 for one-half of all medical costs to be shared between the parties from December 2023 through October 2024, and any further medical costs incurred between October 2024 and the date of the hearing.

15. An order that Father read BIFF for Co-Parenting Communication by Bill Eddy, Ph.D.

16. An order that the parties use Our Family Wizard (OFW) for communication at Father’s expense.

17. An order that Father respond to communications regarding the minor children within 48 hours or Mother be permitted to make the decision without Father’s input if Father refuses to respond.

18. An order that Father attend a high conflict parenting class.

19. An order that Father remove his Instagram posts showing letters written to Mother, under the account @kirkrusselmarsh.

20. An order that Father engage in therapy with an AFCC informed therapist.

21. A judgment awarding Lauren her attorney fees and costs, pursuant to U.C.A. §81-1-203 in being forced to bring the present *Motion to Enforce* and supporting documents.

22. Imposing such other sanctions as the Court deems appropriate for Father's refusal to comply with previous Court orders.

This Motion is supported by the *Declaration of Lauren Marsh Zimmer in Support of Motion to Enforce Order*.

DATED and SIGNED this 16th day of December, 2024.

/s/ Kristy L. Hanson

KRISTY L. HANSON

Attorney for Lauren Marsh Zimmer

Notice to responding party

You have a limited amount of time to respond to this motion. In most cases, you must file a written response with the court and provide a copy to the other party:

- within 14 days of this motion being filed, if the motion will be decided by a judge, or
- at least 14 days before the hearing, if the motion will be decided by a commissioner.

In some situations a statute or court order may specify a different deadline.

If you do not respond to this motion or attend the hearing, the person who filed the motion may get what they requested.

Aviso para la parte que responde

Su tiempo para responder a esta moción es limitado. En la mayoría de casos deberá presentar una respuesta escrita con el tribunal y darle una copia de la misma a la otra parte:

- dentro de 14 días del día que se presenta la moción, si la misma será resuelta por un juez, o
- por lo menos 14 días antes de la audiencia, si la misma será resuelta por un comisionado.

En algunos casos debido a un estatuto o a una orden de un juez la fecha límite podrá ser distinta.

Si usted no responde a esta moción ni se presenta a la audiencia, la persona que presentó la moción podría recibir lo que pidió.

Vea la página del tribunal sobre Mociones para encontrar más información sobre el proceso de las mociones, las fechas límites y los formularios:

See the court's Motions page for more information about the motions process, deadlines and forms:
utcourts.gov/motions



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The court's Finding Legal Help web page (utcourts.gov/help) provides information about the ways you can get legal help, including the Self-Help Center, reduced-fee attorneys, limited legal help and free legal clinics.



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escanee el código QR

Cómo encontrar ayuda legal

La página de la internet del tribunal Cómo encontrar ayuda legal (utcourts.gov/help-span) tiene información sobre algunas maneras de encontrar ayuda legal, incluyendo el Centro de Ayuda de los Tribunales de Utah, abogados que ofrecen descuentos u ofrecen ayuda legal limitada, y talleres legales gratuitos.



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EXHIBIT 3

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Lesley Johnson (16017)
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Provo, Utah 84604
Telephone: (801) 377-1900
Facsimile: (801) 377-1901
Email: kristy@mhmlawoffices.com

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the matter of the marriage of:

LAUREN R. MARSH,

and

KIRK RUSSEL MARSH.

**DECLARATION OF MICKALA
MAHAFFEY RE RETURN OF SERVICE**

Civil No.: 184701031

Commissioner: Christina Wilson

Judge: Michael Edwards

I, Mickala Mahaffey, declare and state as follows:

1. I am an associate attorney and work with Kristy Hanson, counsel for Petitioner Lauren Marsh, at the firm MacArthur, Heder & Metler, PLLC.
2. Respondent, Kirk Russel Marsh, primarily resides in Fairfax, Virginia. However, he frequently spends time in Utah to exercise parent-time with the parties' minor children. Specifically, upon information and belief, Petitioner, Lauren Zimmer (FKA Marsh) knew Respondent to be in the state of Utah on December 28, 2024 to return their minor children after the end of his winter break parent-time.

Respondent was temporarily staying at his cousin, Jared Kulbeth's house located

~~41158 E 700 S D, UT 84606.~~

3. On December 28, 2024, Constable Fernlund served Respondent's cousin, "Jared" who only provided a first name with the following documents:

- a. Order to Attend Hearing
- b. Motion to Enforce Order and for Sanctions
- c. Declaration of Lauren Marsh Zimmer in Support of Motion to Enforce Order and for Sanctions
- d. Rule 1006 Summary of Exhibits for Declaration of Lauren Marsh Zimmer in Support of Motion to Enforce
- e. Exhibits 1-18
- f. Letter Requesting Mediation

4. Constable Fernlund noted that Jared answered the door, stated that he was not Kirk Russel Marsh. When pressed Jared made a couple phone calls in Constable Fernlund's presence and then stated he would accept service. ***See Proof of Service, Exhibit 1.***

5. On December 31, 2024, Respondent emailed our office stating "I received your request for mediation..." ***See email from Respondent, Exhibit 2.*** Respondent has indicated that he is in receipt of the documents served by Constable Fernlund.

6. While we believe that Respondent has been properly served, we understand the consequences and sanctions associated with a Motion to Enforce. Therefore, in an abundance of caution, the documents were also provided to Respondent on January 13, 2025 via the email address he used to contact our office on December 31, 2024. ***See email to Respondent, Exhibit 3.***

7. Therefore, service of these documents is now complete.

DATED and signed this 13th day of January, 2025.

/s/ Mickala Mahaffey
MICKALA MAHAFFEY

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the law firm of MacArthur, Heder & Metler, PLLC, 4844 North 300 West, Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on this 13th day of January, 2025:

PARTY	METHOD OF SERVICE
Kirk Russel Marsh 10036 Glenmere Road Fairfax, VA 22032 kirkrussel@gmail.com <i>Respondent</i>	☐ Hand-delivered ☐ U.S. Mail ☐ Fax ☒ E-Mail ☒ Electronic Service via MyCase

/s/ Mickala Mahaffey

24363.25

CONSTABLE'S
PROOF OF SERVICE

LAUREN R MARSH

184701031

CASE:

vs

KIRK RUSSELL MARSH

Court Date: 3/17/25

PROCESS: ORDER TO ATTEND HEARING / MOTION TO ENFORCE ORDER AND FOR SANCTIONS /
DECLARATION OF LAUREN MARSH IN SUPPORT OF MOTION TO ENFORCE ORDER AND FOR
SANCTIONS / RULE 1006 SUMMARY OF EXHIBITS FOR DECLARATION OF LAUREN MARSH ZIMMER
IN SUPPORT OF MOTION / EX 1-18 / LETTER REQUESTING MEDIATION

THE UNDERSIGNED PERSON HEREBY CERTIFIES:

- 1) I served this process in the manner indicated below.
- 2) I was at the time of this service a duly qualified and acting peace officer or a person over the age of 18 years.
- 3) I am not a party to this action.
- 4) I endorsed the date, and printed my name as required by UCA 17-25-6.

I served: KIRK RUSSELL MARSH

Date Served: 12/28/2024, AT 10:24 HOURS

Address of Service: [REDACTED], PROVO

(X) I left a copy of the process at the dwelling house or usual place of abode of
KIRK RUSSELL MARSH
with "JARED" WHO ONLY PROVIDED A FIRST NAME.*

a person of suitable age and discretion there residing

ALSO TRIED:

Pursuant to 78b-5-705: I certify under criminal penalty of the State of
Utah that the foregoing is true and correct.

Service \$20.00

Mileage \$15.00

12/28/2024

Anthony H. Fernlund

/s/ ANTHONY FERNLUND, LPI #G100957

Utah County Constable

TOTAL \$ \$35.00

FERNLUND PROCESS SERVICE LLC 95 WEST 100 SOUTH #963 PROVO UT 84603 801 374 8018

PAID \$

*SUMMARY "JARED" ANSWERED THE DOOR, STATED TO THE EFFECT THAT HE IS NOT KIRK RUSSELL MARSH. WHEN
PRESSED HE MADE A COUPLE PHONE CALLS IN MY PRESENCE THEN STATED HE WOULD ACCEPT SERVICE.

24363.25

HANSON KL

EXHIBIT 4

3:45



Edit

LZ

last used: Primary >

Lauren Zimmer



message



call



video



mail



pay

March 3, 2025

6:12 PM **Incoming Call**

19 minutes



Contact Photo & Poster
Shared by Lauren



Favorites



Recents



Contacts

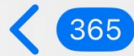


Keypad



Voicemail

8



Lauren >

Mon, Mar 3 at 5:37 PM

Hi Lauren! Tomorrow Monica is coming to town and we're having a mini Black reunion dinner at my house. I know everyone would love to see the girls. Would that be possible? I'm happy to pick them up and bring them home.

Mon, Mar 3 at 6:37 PM



**Motion to Enforce
Order and for
Sanctions.docx**

Word Document · 31 KB



**Motion to Enforce -
Declaration of
Lauren.docx**

Word Document · 59 KB

Thanks. Does  want to come tomorrow?

Mon, Mar 3 at 9:35 PM

Yes,  would like to come to dinner, and  would like to come as well. They both have orthodontist appointments tomorrow at 4:30pm in Lehi. I'm not sure what



iMessage



EXHIBIT 5

Kristy Hanson (9680)
Lesley Johnson (16017)
MACARTHUR, HEDER & METLER, PLLC
Attorneys for Lauren Marsh Zimmer
4844 North 300 West, Third Floor
Provo, Utah 84604
Telephone: (801) 377-1900
Facsimile: (801) 377-1901
Email: kristy@mhmlawoffices.com

This motion will be decided by the court commissioner at an upcoming hearing. If you do not appear at the hearing, the Court might make a decision against you without your input. In addition, you may file a written response at least 14 days before the hearing.

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the matter of the marriage of:

LAUREN R. MARSH,

and

KIRK RUSSEL MARSH.

**EX PARTE MOTION TO WAIVE
MEDIATION REQUIREMENT OR IN
ALTERNATIVE COMPEL
MEDIATION AND MEMORANDUM
IN SUPPORT**

Civil No.: 184701031

Commissioner: Christina Wilson

Judge: Michael Edwards

Petitioner, Lauren Zimmer (hereinafter “Petitioner”) through her attorney, Kristy Hanson of the law firm of MacArthur Heder & Metler, PLLC, hereby motions this Court for an order to waive the mediation requirement, or in the alternative, compel Respondent, Kirk Russel Marsh, to participate in mediation. Petitioner is filing a Petition to Modify concurrently with this Motion. Pursuant to paragraph 4(E) of the prevailing *Supplemental Decree of Divorce*, the parties are required to attend mediation to resolve issues before bringing them before the Court. Significantly, the Court ordered “Each party is to pay for half of the costs of any such mediation.” Petitioner has requested through counsel that Respondent participate in mediation. Respondent has refused unless Petitioner pays for the entirety of the costs associated with mediation, which is contrary to current court orders. Petitioner requests the Court waive the requirement to mediate, or in the alternative, compel

the Respondent to participate in mediation in good faith and pay one-half of the upfront costs, so that a resolution may be reached.

MEMORANDUM

1. The parties were divorced pursuant to a *Proposed Bifurcated Decree of Divorce* entered on May 14, 2019. ***See Court File.***
2. The Court entered a *Supplemental Decree of Divorce* on November 27, 2019. ***See Court File.*** The *Supplemental Decree of Divorce* contains provisions regarding dispute resolution. Specifically, paragraph 4(E) of the *Supplemental Decree* states that “the parties will attend mediation to resolve the issue before bringing it before the Court unless it involves an emergent need for the child in question. Each party is to pay for half of the costs of any such mediation. Finally, the parties can bring unresolved matters before the Court.”
3. Several issues have arisen regarding the parties’ minor children, specifically relating to Respondent’s failure to fulfil financial obligations including child support, out-of-pocket insurance premiums, and medical expenses, Respondent’s failure to abide by the communication provisions in the *Supplemental Decree* and *Amended Supplemental Parenting Plan*, and Respondent’s failure to promote a positive relationship between each of the children and the other parent and failing to limit communication to information regarding the children in a respectful manner.
4. Petitioner attempted to resolve these issues directly with Respondent to no avail. She has attempted to schedule a mediation as follows:
 - a. On December 28, 2024, Respondent was served with a Motion to Enforce, corresponding documents, and a letter requesting mediation with a list of proposed mediators.

- b. On December 31, 2024, Respondent emailed Petitioner's counsel stating "I received your request for mediation, however, as Lauren is aware, I do not have funds to pay for mediation should Lauren agree to pay for the entire cost." ***See Email, Exhibit 1.***
5. The *Supplemental Decree* provides that the parties mediate before taking an issue to court and that each party pay for half of the costs of mediation. Mediation is not likely to resolve these issues. Mother has repeatedly tried to address these problems with Father. He either ignores her or responds with uncivil communication.
6. Therefore, Petitioner requests that the Court waive the mediation requirement. In the alternative, Petitioner requests that the Court compel Respondent to participate in mediation with a qualified mediator such as Tamara Fackrell, Meggan Castleton, Ray Harding, Lisa Jones, Sandra Dredge, or Brook Sessions, and pay half of the upfront cost. These mediators are all highly experienced and are well-versed on disputes in family law cases.
7. URCP Rule 7(l) allows for the filing of motions that may be acted on without waiting for response. As this is a procedural issue related to the waiver of a mediation requirement, it is similar in nature to the motions specifically listed in Rule 7(l)(1). If for any reason the Court is unwilling to grant this request on an ex parte basis, alternatively, Petitioner requests the Court consider this a formal motion to compel mediation and address it at the previously scheduled hearing on Mother's *Motion to Enforce Order and for Sanctions* on March 17, 2025 at 11:30 am before the Honorable Commissioner Wilson.

WHEREFORE, Petitioner requests the following as court orders herein:

- (1) That the Court issue an order waiving the mediation requirement, or in the

alternative, compel the Respondent to participate in mediation with Tamara Fackrell, Meggan Castleton, Sandra Dredge, or Brook Sessions, or other agreed upon mediator, in good faith so that the parties may work toward a mutually agreeable resolution;

(2) That Respondent pay one-half of the upfront cost of mediation;

(3) That the Court enter findings that Petitioner has substantially prevailed and award her attorney's fees;

(4) For such other and further relief as the Court deems appropriate and equitable in this matter.

DATED this 12th day of February, 2025.

/s/ Kristy L. Hanson

KRISTY L. HANSON, Attorney for Petitioner

Notice to responding party

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- at least 14 days before the hearing, if the motion will be decided by a commissioner.

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www.utcourts.gov/howto/filing/motions

Aviso para la parte que responde

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- dentro de 14 días del día que se presenta la moción, si la misma será resuelta por un juez, o
- por lo menos 14 días antes de la audiencia, si la misma será resuelta por un comisionado.

En algunos casos debido a un estatuto o a una orden de un juez la fecha límite podrá ser distinta.

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Vea la página del tribunal sobre Mociones para encontrar más información sobre el proceso de

Finding help The court's Finding Legal Help web page (www.utcourts.gov/howto/legalassist/) provides information about the ways you can get legal help, including the Self-Help Center, reduced-fee attorneys, limited legal help and free legal clinics.	las mociones, las fechas límites y los formularios: www.utcourts.gov/howto/filing/motions Cómo encontrar ayuda legal La página de la internet del tribunal Cómo encontrar ayuda legal (www.utcourts.gov/howto/legalassist/) tiene información sobre algunas maneras de encontrar ayuda legal, incluyendo el Centro de Ayuda de los Tribunales de Utah, abogados que ofrecen descuentos u ofrecen ayuda legal limitada, y talleres legales gratuitos.
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CERTIFICATE OF SERVICE

I hereby certify that I am employed by the law firm of MacArthur, Heder & Metler, PLLC, 4844 North 300 West, Suite 300, Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on this 12th day of February, 2025:

PARTY	METHOD OF SERVICE
Kirk Russel Marsh 10036 Glenmere Road Fairfax, VA 22032 kirkrussel@gmail.com Respondent	☐ Hand-delivered ☐ U.S. Mail ☐ Fax ☒ E-Mail ☒ Electronic Service via MyCase

/s/ Mickala Mahaffey

EXHIBIT 6

Kristy L. Hanson (9680)
MACARTHUR, HEDER & METLER
Attorney for Lauren Marsh Zimmer
4844 North 300 West, Third Floor
Provo, Utah 84604
Telephone: (801) 377-1900
Fax: (801) 377-1091
Email: kristy@mhmlawoffices.com

If you do not respond to this document within applicable time limits, judgment could be entered against you as requested.

**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the matter of the marriage of:

LAUREN R. MARSH,

and

KIRK RUSSEL MARSH.

**VERIFIED PETITION TO MODIFY
DECREE OF DIVORCE**

Civil No.: **184701031**

Judge: **Michael Edwards**

Commissioner: **Christina Wilson**

Lauren Marsh Zimmer (hereinafter “Mother” or “Lauren”), by and through her attorney, Kristy L. Hanson, petitions for the cause of action and alleges as follows:

RELEVANT BACKGROUND FACTS

1. Relationship Statistics. Mother and Kirk Russel Marsh (hereinafter “Father” or “Russ”) were divorced pursuant to a *Bifurcated Decree of Divorce* (the “Decree”) entered by this Court on May 14, 2019. On November 27, 2019, the Court entered a *Supplemental Decree of Divorce*. On June 23, 2020, the Court entered a *Supplemental Parenting Plan*. On April 8, 2021, the Court entered an *Amended Supplemental Parenting Plan*. These are the controlling orders in the matter. ***See Court File.***

2. Children. The parties are the parents of three minor children: NRM (born November 2010); ILM (born June 2012); and IAM (born June 2015).

3. Jurisdiction. This Court has continuing jurisdiction over this matter pursuant to Utah Code Ann. §81-1-204.

4. Current Order. The parties' *2019 Supplemental Decree of Divorce* contain the following provisions, in relevant part:

- a. Pursuant to paragraph 4, Mother and Father were awarded joint legal custody of the children.
- b. Pursuant to paragraph 4a, Mother was awarded decision-making ability for all minor and day-to-day routine decisions while Father was incarcerated. Pursuant to paragraph 4c, the parties were ordered to share joint decision-making authority on all major medical, dental, orthodontic, psychiatric, educational, extracurricular activities, or religious decisions.
- c. Pursuant to paragraph 4d, while Father was incarcerated, Mother was awarded tie-breaking decision-making authority after a full and fair discussion with Father. Pursuant to paragraph 4e, after Father was released from custody, the parties were ordered to follow the subsequent process in the event of a disagreement: first, discuss the matter themselves; second, consult with an expert in the area in question; third, attend mediation; and fourth, bring the issue before the court.

5. Dispute Resolution. Pursuant to paragraph 4(E) of the *Supplemental Decree*, the parties are required to attend mediation before bringing non-emergent issues to the Court. On December 28, 2024, Father was served with a Motion to Enforce, corresponding documents, and a letter requesting mediation with a list of proposed mediators. Father refused to attend mediation unless Mother agreed to pay for the entire cost. As such, Mother is forced to bring this matter before the Court after having made a good-faith effort to attend mediation with Father.

6. Grounds for Modification. Circumstances have arisen since November 2019 which constitute a substantial and material change of circumstances, both as to custody and parent-time issues.

7. Mother alleges admissible evidence will show that the circumstances of the children have substantially changed since the entry of the last order, and a modification of the terms and conditions of the orders as proposed herein, especially pertaining to custody and parent-time, would be an improvement for and in the best interest of the parties' minor child.

Substantial and Material Changes in Circumstances.

8. Father shows a continuing unwillingness to co-parent with Mother and has a repeated history of refusal to comply with several communication provisions within the *Supplemental Decree* and *Supplemental Parenting Plan*. Father's habitual poor actions have significant negative effects on the parties' minor children. Specifically, Father ignores Mother's attempts to communicate with him regarding major decisions for the minor children. As Father is no longer incarcerated, the parties are ordered to share joint decision-making authority. Mother does not have tie-breaking decision-making authority and cannot move forward on necessary treatment decisions for the minor children without Father's input and agreement. Due to Father's refusal to communicate and coparent, the minor children's major care decisions have suffered, causing lasting effects. The following areas of the children's care have been affected by Father's poor behavior.

a. Therapy Decisions

- i. In early 2022, the parties' ~~youngest~~ daughter needed to be enrolled in therapy. Mother repeatedly tried to address this with Father through email communication, which Father ignored. Specifically, Mother emailed Father about a request for therapy for their minor child on February 2, 2022,

February 9, 2022, February 25, 2022, March 1, 2022, March 15, 2022, November 3, 2022, July 8, 2023, July 17, 2023, and July 26, 2023. Father repeatedly did not respond to her requests. Due to Father's refusal to communicate, necessary therapy for the minor child was delayed until October 2023.

- ii. In November 2022, it became apparent that the parties' [REDACTED] child also needed to participate in therapy. From November 2022 to December 2022, Mother reached out to Father through seven (7) different emails requesting that he approve that their middle child could participate in therapy. After seven (7) emails, Father finally responded and consented to her therapeutic treatment. The parties' [REDACTED] child's therapy was again delayed because of Father's refusal to coparent.

b. Dental Decisions

- i. In March 2023, the parties' [REDACTED] child required oral surgery to remove 4 impacted wisdom teeth. Mother emailed Father 6 times over the course of March 2023 through August 2023 to address this urgent issue with him and never received a response. As the minor child was experiencing pain from the impacted wisdom teeth, Mother finally moved forward with the operation without Father's input. Further damage to the minor child would have developed if Mother did not choose to move forward. Father's refusal to respond resulted in the minor child experiencing oral pain for an additional five months.

c. Medical Treatment

- i. The parties' [REDACTED] child has epilepsy. Father has routinely given incorrect dosages of medication for her medication. Mother has tried to coordinate this with him and requested information on his observations regarding her seizures. Father has not responded to these efforts, including ignoring emails on August 16, 2022 and September 12, 2022. Father's failure to communicate with Mother regarding their minor child's medications has resulted in harmful and incorrect dosages by Father during his parent-time.

d. Extra-curricular Activities

- i. Father frequently refuses to respond to Mother's requests for input on the minor children's extra-curricular activities. For example, on November 15, 2023, Mother emailed Father to inquire about summer plans for the 2024 summer. In particular, the minor child had expressed interest in a summer camp, and Mother needed to sign her up prior to the end of the year. Father did not respond. On December 7, 2023, three (3) weeks later, Mother followed up with Father and again did not get a response. On April 13, 2024, after months without response, Mother followed up with Father, again, to confirm the dates and times for the camp would work. Father's refusal to timely address Mother's attempts to coparent have resulted in the minor children missing out on additional extracurricular activities and have made planning incredibly difficult.

e. Religious Decisions

- i. Throughout the parties' marital relationship, they were active members of the Church of Jesus Christ of Latter-day Saints. As customary in the parties'

practiced religion, minor children have the meaningful opportunity to elect to be baptized after their eighth birthday, with their parents' consent. The parties' two oldest children were baptized shortly after their eighth birthday. Father was still incarcerated at this time. In 2022, as the parties' youngest child was approaching the age of 8, Mother reached out to coparent with Father regarding her baptism. Based on Father's habitual refusal to co-parent, Mother began reaching out the year prior to their youngest child's eighth birthday. Mother hoped this would make it so her baptism was not delayed. Mother emailed Father repeatedly over the span of thirteen (13) months before she finally received a response from Father regarding their child's decision to be baptized.

9. It is noteworthy that not only does Father rarely respond to Mother's requests to co-parent, when he does choose to respond, he either sends a single sentence response or a long, angry and disparaging email. From March 1, 2023 to April 23, 2024, Mother sent Father approximately 113 emails regarding medical expenses, requests for input on major decisions, attempts to plan parent-time, or updates on the minor children. In turn, Father sent Mother approximately 24 emails. Father responds to approximately 21% of Mother's email requests to co-parent.
10. Significantly, of the 21% of communications that Father responds to, several of his responses included disparaging comments towards Mother, such as follows:
 - a. "I am saddened that I have to send communication at this time to address your mean behavior regarding picking up and dropping off the girls for the second part of Christmas break.... This repeated mean behavior of limiting my time with my girls

clearly shows the type of person who you truly are.” Father sent this email on December 26, 2023 when Mother did not forfeit her winter break parent-time after Father demanded that she do so. Father also threatened to have a “sad conversation about how [my] selfish behavior has hurt the girls.”

- b. “Lauren, this is not the first time you have behaved in this manner. It is sad that, as a mother, you would behave this way towards our children... Lauren, your behavior is absolutely contrary to that of good mother... I have not discussed how you threw away the principles of marriage for money. Is a sad state of affairs when you so publicly claim that family is so important to you, yet when it comes down to it, you’re willing to trade it in for a bank account and a big house... I am reminded of the story of Solomon. He was asked to judge between two women who claimed a baby as their child. I’m sure you know this story well. Sadly, for you, your behavior is aligned with the woman who is willing to split the baby in half rather than allow the baby’s true mother to have the child. You have attempted to split and alienate the girls from me. You have lied and manipulated. The mental and emotional abuse that has occurred from you is unbelievable for the girls.”
- c. As a final example, on September 5, 2024, Father again emailed Mother making repeated disparaging statements to her. At the time, due to Father’s failure to maintain his financial obligations, the parties’ minor child was unable to continue to receive therapy. Father responded telling Mother that her actions are a “new low” and that her behavior was “deplorable.” Father told Mother that her actions were something that “no loving mother takes.” Father continued making disparaging

comments about Mother telling her that “your disregard for anyone other than yourself is consistently sad and disappointing.”

11. Modification Requested. Accordingly, the orders should be modified as follows:

- a. Mother should be awarded sole legal custody of the minor children. As Father lives over 2,000 miles from the children and refuses to respond to Mother’s requests for his cooperation on major decision regarding the minor children’s medical, dental, orthodontic, psychiatric, educational, extracurricular activities, and religious decisions, Mother should be awarded final decision-making authority.
- b. The Court should remind Father of his duty to abide by the remaining provisions of the *Supplemental Decree* and *Amended Supplemental Parenting Plan* including financial obligations and mutual restraining order provisions.

WHEREFORE, Mother respectfully asks that this Court modify the *Amended Supplemental Decree* as follows:

1. That custody orders be modified so that Mother is awarded sole legal custody of the minor children.

DATED and signed this 12th day of February, 2025.

/s/ KRISTY HANSON
KRISTY L. HANSON
Attorney for Lauren Marsh Zimmer

VERIFICATION

I declare under the laws of Utah that I have read the foregoing document and that the facts contained in the Relevant Background Facts section herein are true and correct to the best of my knowledge and belief.

DATED and SIGNED this 17th day of February, 2025 at Utah County, Utah.

/s/Lauren Zimmer – signed w/ email permission
LAUREN MARSH ZIMMER

EXHIBIT 7

Kirk Russel Marsh

Name

10036 Glenmere Road

Address

Fairfax VA 22032

City, State, Zip

(571) 430-9473

Phone

kirkussel@gmail.com

Email

Check your email. You will receive information and documents at this email address.

I am ☐ Petitioner

☒ Respondent

☐ Petitioner's Attorney

☐ Respondent's Attorney

(Utah Bar #: _____)

☐ Petitioner's Licensed Paralegal Practitioner

☐ Respondent's Licensed Paralegal Practitioner

(Utah Bar #: _____)

In the District Court of Utah

2nd

Davis

Judicial District

County

Court Address 800 W State Street, Farmington, UT

In the Matter of (select one)

☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)

☐ the Children of (to establish custody, parent-time or child support)

☐ the Parentage of the Children of (for a paternity case)

Lauren R Marsh

(name of Petitioner)

and

Kirk Russel Marsh

(name of Respondent)

Other parties (if any)

Memorandum Opposing Motion to Modify Decree of Divorce

(name of motion)

☒ **Hearing Requested**

184701031

Case Number

Edwards

Judge

Wilson

Commissioner (domestic cases)

1. I disagree with the opposing party's Motion to Modify decree of divorce

_____ (name of motion) because:

(Explain how you would like the court to rule on the opposing party's motion and why. For example, "I want the court to deny the motion because...")

Lauren request sole legal custody, which is not in the best interest of the

Minor children. Please see attached.

2. The opposing party's motion is not supported by

☒ the relevant facts of this case

☒ the law

because:

(Explain why you disagree with the facts, or the law, or both presented by the opposing party's motion. List any statutes, ordinances, rules or appellate opinions that support your position and/or oppose the opposing party's motion.)

Please see attached

3. ☒ I request a hearing.

☐ I do not request a hearing.

Plaintiff/Petitioner or Defendant/Respondent

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signed at Fairfax, VA (city, and state or country).

February 27, 2025

Date

Signature ► Kirk Russel Marsh

Printed Name Kirk Russel Marsh

Attorney or Licensed Paralegal Practitioner of record (if applicable)

Signature ► _____

Certificate of Service

I certify that I filed with the court and am serving a copy of this Counterclaim on the following people.

Person's Name	Service Method	Service Address	Service Date
Kristy Hanson, Attorney for Lauren Zimmer	☐ Mail ☐ Hand Delivery ☒ E-filed/MyCase ☒ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)	Filing with mycase Email: kristy@mhmlawoffices.com	Feb 28, 2025
	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		
	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		

February 28, 2025

Date

Signature ► *Kirk Russel Marsh*

Printed Name Kirk Russel Marsh

Although Petitioner (“Lauren”) has filed three motions with this Court, Russel chooses to first respond to Lauren’s *Verified Petition to Modify Decree of Divorce*, as it addresses Russel’s priority - the welfare of his children. Russel will then respond to Lauren’s *Motion to Waive Mediation Requirements*, as it addresses Lauren’s need for control, and lastly, Lauren’s *Motion to Enforce*, as it addresses money - the highest priority for Lauren and the least priority for Russel (as Lauren stated on February 24, 2019 “*by a Bifurcated Decree of Divorce, I would hope to move on with my life by perhaps developing a relationship with a significant other who might assist me in providing direct care and direct financial support to the children.*”) **see Court file**

Respondent Kirk Russel Marsh (“Russel”) fully agrees with Lauren that coparenting has been wholly unsuccessful, but Russel disagrees with Lauren as to the cause of failure. Facts and evidence support Russel’s claim that Lauren Marsh Zimmer is attempting to defraud the Court, and her actions seek to taint the judicial machinery to cause further lasting and ongoing damages to Russel and the couple’s three minor children.

It is particularly offensive that, after Russel carefully following the Court’s orders - including orders given by Dana Emmons, court-appointed reunification therapist - that Lauren now uses those orders to attempt to remove Russel’s legal custody of the children. Russel refutes Lauren’s statement “due to Father’s refusal to communicate and coparent, the minor children’s major care decisions have suffered, causing lasting effects.” In fact, Russel will show the Court that *Lauren* has refused to communicate and coparent, and is slanderous, libelous, and manipulative in her correspondence and actions with both Russel and this Court.

RELEVANT BACKGROUND

1. In December 2020, Russel began court-ordered reunification therapy with Dana Emmons. The Court gave Dana discretion over Russel’s parent time schedule, as well as ordering Russel to “re-engage with Ms. Emmons, and you are to take advantage of her services. You’re to listen to what she recommends, and do what it takes to see this process through.” **see Court File, April 1, 2021** This direction was given despite Dana’s improper, illegal, and unprofessional behavior.
 - i. Russel’s parental rights were thus dictated by Dana Emmons
 - ii. Dana Emmons’ directives were dictated to her by Lauren.
 - iii. Additionally, Judge Edwards gave Emmons authority superseding the Court. On April 1, 2021, the Court ruled that Russel had to proceed with Dana, unless “In the event that, for some reason, Ms. Emmons is unwilling to continue in that role and *the Court doesn’t have a choice*, then, of course, the parties are to work together to select a reunification therapist.” By this statement, Judge Edwards gave Dana authority superseding his own in the Marsh case.
 - iv. On April 1, 2021 Judge Edwards gave Dana further power over the Court and Marsh case when he ruled “I’m not putting a cap on this because I’m turning to the professionalism of this reunification therapist to let the parties know when she feels it is done.”

2. In regards to joint-decision making authority,

a. Dana Emmons instructed Russel

Dana: "You don't decide what activities the girls get to do or don't get to do."

Russ: "That's not the way the statute reads. But we don't follow the statutes anyway."

Dana: "Do you *really* think you should have a say in what their extracurricular activities are when you don't live anywhere near them?"

Russ: "Yeah, I do. Just as much I'd say if the roles were reversed, I think I'd have to include Lauren."

Dana: "Including you, and letting you put the kibosh on things, is not a thing. You don't have to agree to it. You really don't."

Russ: "That's not co-parenting."

Dana: "Well, you're not in a situation where you're the dad that's going to pick them up and bring them home from activities. You're not the dad in the situation where you can collaborate for the care of the kids on a daily basis. So informing you is essentially what you get."

Russ: "Here's what I'm hearing: we (the minor children) live our normal lives, you (Russ) are part of our life on these holidays, or during summer, and whatever time we can accommodate a phone call during the week. That is your involvement. AND pay money"

Dana: "Well, that's true."

b. In regards to Dana's authority, Dana spoke for the Court. In this regard, Dana spoke for Judge Edwards in determining Russel's parental rights. For example, in therapy:

Russ: Why would the Court suggest having a discussion about extra-curricular activities?

Dana: The Court only wants you to *know*, the intent is *not* for you to veto the activity. *see Exhibit 1*

OPPOSITION TO LAUREN'S CLAIMS

3. Concerning "Therapy Decisions,"

a. In Lauren's stated examples, Russel was repeatedly told by Dana (acting with complete judicial authority), that the decision was not his concern.

b. Lauren is currently withholding therapy from [REDACTED] in an effort to coerce payments from Kirk Marsh. *see Exhibit 2*

i. In 2024, [REDACTED], with the consent of both parents, began seeing a therapist for a behavior modification therapy program of 14 sessions over 7 months.

ii. Midway through treatment, the therapist switched practices with the intention of treating [REDACTED] at the new practice.

iii. Prior to 2024, Lauren signed all medical consent forms and fully paid providers directly. Kirk Marsh reimbursed Lauren for Russel's half of the cost.

- iv. Because in 2024 Kirk was no longer paying Lauren, Lauren told the new practice the Court ordered consent and direct payment from both parents. The practice emailed Russel consent forms and financial obligations forms on or about July 1, 2024.
- v. On or about July 30, 2024, Russel called the practice to confirm their need for payment directly from him. The practice told him:
As the practice's own documents state, the parent who initially sets up counseling for the child is considered the guarantor. This means that the parent is considered financially responsible for covering the cost of services and communicating cost and reimbursement with the other parent. It is the responsibility of the parents to provide the appropriate payments to the therapist, not the responsibility of CHATS or the therapist to provide billing via. splitting up bills, co-pays or payments and/or according to court ordered co-parenting financial agreements. It is not feasible to expect the therapist and/or CHATS to send separate divided bills to each parent. It is the parent's responsibility to work together, share receipts and determine payment.
- vi. The practice sent Russel a new consent form, omitting the financial obligation form, which Russel signed on July 30, 2024. *see Exhibit 3*
- vi. Rather than pay for therapy, Lauren called Shawnee Marsh (Russel's mother) to guilt Kirk and Shawnee into paying \$500 for [REDACTED]'s therapy. They declined.
- vi. Rather than pay, Lauren chose to withhold therapy from [REDACTED].
- vi. As the emails show, Lauren told [REDACTED] that [REDACTED] could not continue therapy because Russel did not give consent; later, as [REDACTED] told Russel, Lauren told [REDACTED] Russel lied about giving consent, and that the therapist wouldn't see her unless Russ paid directly; Lauren told the minor child Russ refuses to pay even though he has money.
- vi. [REDACTED] expressed to Russel that Lauren told, and repeatedly tells, [REDACTED] that Russel will go to prison for lying and not paying.
- vi. Russel does not have means to pay for [REDACTED]'s therapy but consented to treatment.
- vi. Lauren currently owns and lives, unencumbered, in a home valued in excess of one million dollars. In 2023 she purchased a second home, unencumbered, for over a million dollars. She has demolished the second home, and is currently building a custom mansion on the property. *see Exhibit 4*
 - 1. Despite Lauren's seeming wealth, she continues to withhold [REDACTED]'s therapy, which Lauren claims is necessary for [REDACTED]'s well-being, because she is not willing to pay \$500.
 - 2. Conversely, Russel is unsure of [REDACTED]'s need for therapy, as [REDACTED]'s alleged behavioral issues are absent during his parent time. Nevertheless, Russel consented to therapy to help [REDACTED] navigate her expressed frustrations in living with Lauren.

4. Concerning "Dental Decisions,"

- a. Lauren's accusations are blatant lies, intended to mislead this Court. Lauren's libelous statements include "Father's refusal to respond resulted in the minor child experiencing oral pain for an additional five months." *see Exhibit 5*
- b. Russel did not respond to Lauren's emails, as per Dana's instructions, because the emails were merely informative. Lauren did not ask for Russel's consent, opinion, nor input.
- c. Lauren delayed the surgery several months for her own convenience. She now lies to the Court by stating the surgery was delayed by Russel's lack of consent.
- d. In her current filing, Lauren states "*as the minor child was experiencing pain from the impacted wisdom teeth, Mother finally moved forward with the operation without father's input. Further damage to the minor child would have developed if Mother did not choose to move forward.*" Exhibit 5, which represents Lauren's communications on the subject, will show that [REDACTED] was never in pain, and pain was not a consideration in the decision-making process; the procedure was routine orthodontic care. In her email dated March 8, 2023, Lauren wrote
 "Hi Russ, [REDACTED] had her scheduled checkup with the orthodontist yesterday. We were hopeful that she'd lose her remaining baby teeth on her own, but unfortunately her remaining 4 baby teeth are holding on tight. The orthodontist would like us to have those last 4 teeth extracted, as they are blocking 6 of her final adult teeth from coming in. The orthodontist also noted that [REDACTED]'s X-rays now show all four wisdom teeth and her bottom to wisdom teeth are blocking her 12-year-old molars from coming in. He referred me to a local oral surgeon to get a consult for possibly removing those two wisdom teeth as well as the remaining baby teeth. I will keep you updated when I'm able to get a consultation and what the oral surgeon recommends."
- e. Although Lauren states "*Father's refusal to respond resulted in the minor child experiencing oral pain for an additional five months,*" five months was the schedule dictated by Lauren to the surgeon, and was agreed upon regardless of input or consent from Russel. In an email to Russel on April 21, 2023, Lauren stated
 "It is an exceptionally busy time of the year with the end of school and spring sports, so I asked if we could wait a few months and do it over the summer. The doctor was fully supportive of that and we went ahead and made an appointment for Monday, July 10th for all the extractions."
- f. On Monday, July 10th, Lauren sent an email stating,
 "Hi Russ, The oral surgeon had a conflict with [REDACTED] appointment to remove her wisdom teeth, so we've rescheduled for Monday, August 7th."
- g. The only true statement Lauren made concerning "Dental Decisions" was she emailed Russel 6 times from March 2023 through August 2023. She did receive a response - Kirk sent Lauren payment for Kirk's share of the expense. This is in line with orders from Dana Emmons - Russel is not part of the decision-making process, but needs to "send money and not get in the way."

5. Concerning “Medical Treatment”

- a. Lauren alleges “father’s failure to communicate with Mother regarding their minor child’s medications has resulted in harmful and incorrect dosages by Father during his parent time.”
- b. This allegation is untrue and unsupported. Russel’s parents can testify that they observed Russel in giving [REDACTED] medication.
- c. Russel gives the children medication as prescribed, fills medication during his parent time, and sends excess medication back to Lauren. *see Exhibit 6*
- d. Lauren was not present in the Marsh home, and has no evidence. She makes this accusation based upon paranoid delusions.

6. Concerning “Extra-Curricular Activities”

- a. Lauren alleges “Mother’s attempts to coparent have resulted in the minor children missing out on additional extracurricular activities and have made planning incredibly difficult.” This statement is untrue.
- b. Lauren has not attempted to coparent, and has not attempted to get Russel’s input, but has dictated the schedule to Russel. Lauren has not communicated the extra-curricular activities, other than when they are within Russel’s parent-time. Russel learns of the girls’ activities from the girls themselves, rather than from Lauren as the parenting plan orders.
- c. Lauren cites summer camp 2024 as an example of concern. However, Lauren lied by omitting to the Court that Russel accommodates the girls extracurriculars, including the 2024 summer camp, as well as 2023 summer camp and 2022 summer camp.
- d. The girls did not, and have not, “missed out on additional extracurricular activities,” as Russel has made every effort to accommodate the girls’ desires.
- e. Lauren has no evidence of her allegations, as they are made up.

7. Concerning “Religious Decisions,”

- a. In the 2019 divorce trial, Lauren’s father, Bishop W Christopher Waddell, testified in his capacity as a General Authority of the Church of Jesus Christ of Latter-Day Saints. Waddell testified that Russel’s interest in the girls’ religious affairs was only “to control Lauren.” *see Court file* This was Waddell’s opinion, yet in a gross violation of the sanctity of the judicial process, was allowed in Judge Edwards’ courtroom.
- b. Lauren’s current allegation is that by harassing Russel for 13 months, she hoped the “baptism was not delayed.”
- c. Lauren again lied in her filing. By omitting relevant facts, she hopes to persuade the Court to accept her *Petition*. Lauren omitted the following:
 - i. The baptism was not delayed, [REDACTED] was baptised on the date appointed by Lauren, in the location appointed by Lauren, with those in attendance as appointed by Lauren.

- ii. Prior to baptism, [REDACTED] repeatedly stated she wanted to wait to be baptized by Russel, however, Lauren told [REDACTED] she couldn't wait for Russ to be eligible to baptize her.
 - iii. Russel, Kirk and Shawnee Marsh flew from Virginia to Utah for the baptism, which was performed by W Christopher Waddell, at Lauren's insistence.
 - iv. In an email to Russel dated July 10, 2023, Lauren stated [REDACTED] wished for only her parents and grandparents to attend the baptism. *see Exhibit 7*
 - 1. Just prior to Lauren's email dated July 10, 2023, [REDACTED] personally invited Marsh cousins, local to Utah, to the baptism.
 - 2. To appease Lauren's claim of [REDACTED]'s desires, Russel uninvited local Marsh cousins.
 - 3. At [REDACTED]'s baptism, all of Lauren's extended family was in attendance, both in person and via zoom, directly contradicting Lauren's email to Russel concerning [REDACTED]'s supposed wishes.
 - v. The Marshes were only allowed to see the children at the baptism, and were prohibited by Lauren from spending any other time with the children, including exclusion from post-baptism celebrations.
 - d. Russel is thankful that Lauren brought this issue to the attention of the Court, as the divorce decree needs modification to protect the minor children and Russel, by addressing Lauren's manipulative and controlling behavior.
8. Concerning communication,
- a. Lauren states "not only does Father rarely respond to Mother's requests to co-parent, when he does choose to respond, he either sends a single sentence response or a long, angry and disparaging email. From March 1, 2023 to April 23, 2024, Mother sent Father approximately 113 emails regarding medical expenses, requests for input on major decisions, attempts to plan parent-time, or updates on the minor children. In turn, Father sent Mother approximately 24 emails."
 - b. In a 2021 therapy session between Dana, Lauren, and Russel, Lauren accused Russel of communicating only to find a "GOTCHA moment" and was clear that *any* interaction with Russel was "uncomfortable" and "stressful" for her. *see Exhibit 1*
 - c. Dana told Russel his emails to Lauren were too long, too frequent, too accusatory and ridiculous. When Russel emailed Lauren saying "I got a phone call from the school that [REDACTED] missed school, is she ok?" Dana said "Do you need to micromanage every day of their lives?" Dana ordered Russel to save his thoughts, concerns, and communications to Lauren for one email every couple weeks.
 - d. Lauren forwarded Dana all emails from Russel, and Dana complied with Lauren's demands, allowing Lauren to direct reunification therapy. For example, Russel expressed frustration that Lauren scheduled piano lessons during Russel's parent-time phone calls, directly violating court orders:

Russ: You're bringing up an email that she's (Lauren) trying to forward to you, saying all this stuff that's going on. Why?

Dana: She had no comments on the email, we have not talked about the email *at all*. She just sent it to me.

Russ: Why? Let me ask you *why*?

Dana: To keep me informed as to how things are going. And I *know* you haven't been sending her messages or she would have sent them to me, ok?

Russ: Yeah

Dana: So we're good

Russ: Why do you think she is trying to just send messages? Do you think it's 'oh, I'm trying to show my level of communication?' No.

Dana: You don't know her motive.

Russ: You're right, I'm not in her mind. But I was married to her for ten years, so I have a pretty good idea.

Dana: It was a simple conversation between the two of you, why are you saying anything about this email?

Russ: Because you brought it up

Dana: I brought it up because it sounded like you were trying to micromanage when the kids piano practice! (for reference, Lauren and the girls call formal piano lessons with an instructor "practice")

- e. As shown above, Dana commended Russel for following her direction in not emailing Lauren. She supported Lauren's decision to schedule piano lessons during Russel's parent time, told Russel his frustration was unjust, and criticized him, claiming he was "micromanaging."
- f. Russel, under Judge Edwards' court order to comply with Dana's recommendations, adapted his communications with Lauren.
 - i. When Russel attempted to discuss his parental rights with Dana, Dana told him that she would not be in favor of parent-time if he couldn't cooperate. She also told him he was "lucky to be having these arguments and not be in prison," or she attempted to manipulate him by saying he should "let things go" because she was "considering writing a letter to the Court to end reunification therapy."
 - ii. Dana did take away Russel's parent-time on numerous occasions, at Lauren's request.
 - iii. Russel quickly learned to comply with Lauren's demands or risk losing his children.
 1. When Russel brought before Judge Edwards, [REDACTED] child abuse that occurred in Lauren's home, both Dana and Lauren confirmed the abuse occurred.

2. Judge Edwards ordered Russel to never discuss the abuse with the children again, and ordered Russel to have supervised parent time to ensure that Russel's compliance.
3. Judge Edwards threatened to charge Russel with contempt should Russel ever bring the matter before the Court again. As Russel was on probation, a contempt charge would have sent him back to prison for an additional five years.
- iv. Dana did not submit *any* documentation to the Court concerning reunification therapy. I repeat, never was a single word submitted to the court ever.
- f. Dana stated that both Dana and Lauren believed Russel only wanted information to control, not for knowledge or input. Dana clearly advocated Lauren's desire that Russel not participate in coparenting, as evidenced by this therapy session:

Dana: "Why should Lauren tell you anything in advance, when you're not going to say no? What does it matter?"

Russ: "I'm not going to fight about things that aren't going to -"

Dana: "matter?"

Russ: "No, they matter. They're not going to change."

Dana: "If you're not there, don't intrude."
- g. Regarding Lauren's 113 emails, a large portion were solely in regards to expenses for which Lauren requested reimbursement.
- l. Russel complies with Lauren and Dana's directive to not interact with Lauren unless absolutely necessary, to save Lauren from discomfort or stress.
- m. Lauren now uses her own demands as an argument to strip Russel of legal custody of his children.
9. Lauren claims Russel made disparaging comments to her. Although she claims the email excerpts are examples of "disparaging comments" she fails to give adequate context for his messages.
 - a. Lauren quotes an email sent by Russel on December 26, 2023, in which she claims "Mother did not forfeit her winter break parent-time after Father demanded that she do so."
 - i. In this instance, to facilitate the best interests of the children, Kirk and Shawnee Marsh bought Russel and the children expensive direct flights from Salt Lake to Virginia, leaving the morning of December 30, 2023.
 - ii. After receiving the flight schedule, Lauren alleged Russel's parent-time should not start until mid-day on December 30, 2023. Lauren demanded Russel give her multiple days of summer parent time, as well as commit to a summer schedule, in exchange for the morning of December 30, 2023. Russel disagreed as to Lauren's determination of the beginning of his parent-time.

- iii. Russel declined to forfeit summer parent time, telling Lauren five days in advance that if she withheld the children, she would be financially responsible for the cost of changing the plane tickets.
 - iv. At 5:30 pm on Friday, December 29, 2023, Lauren told Russel that the children would not be available until 1 pm the next day, and any further correspondence should be through attorneys. Lauren then took the children to her parents' house for a 'cousin slumber party.'
 - v. At 7:45 am on December 30, 2023, Russel waited at the elementary school (designated by Lauren as a 'safe exchange location') but Lauren failed to bring the children until 1 pm.
 - vi. When Russel finally received the girls, [REDACTED] was upset to not be flying to Virginia that day. [REDACTED] assured her that "it was ok, they could still go to Virginia, but Dad was stealing mom's parent-time and wouldn't trade, so they'd have to go tomorrow."
 - vii. Kirk Marsh paid \$1000 to reschedule the flights for the next day, and decided to halt payments to Lauren rather than enable her entitled behavior.
 - viii. As Kirk is court-ordered to pay for transportation, he continues to finance Russel's travel to Utah to see the children, and the children's travel to and from Virginia.
 - ix. Lauren's excerpts of Russel's emails, on pages 6-7 of her *Petition to Modify Decree of Divorce*, are Russel's response to her actions as stated above.
- b. Lauren quotes Russel's email of September 5, 2024. As Lauren only gave excerpts, here is the entire email:

Lauren,

I limit discussing my concerns regarding your behavior with you. I know you think I focus on your negative behavior; however, I focus on the most important things for the *girls*.

Your decision to terminate therapy for [REDACTED] and pause orthodontia for [REDACTED] and [REDACTED] is a new low. Your willingness to hurt the girls is deplorable.

Limiting access to medical or dental care is an action *no* loving mother takes.

You seem fixated on getting money from me and painting me in a bad light to the girls. It is disappointing to think that any mother, especially the mother to [REDACTED], [REDACTED] and [REDACTED], would behave in such a harmful manner. Your disregard for anyone other than yourself is consistently sad and disappointing.

As you're aware, I don't have income. I'm in school completing my PhD so that I can find a job to support myself and my girls. But I'm not done with school – I still have about a year or so to finish. And until then, my ability to earn money is

limited. For the sake of the girls, I feel like it's better for me to get an education to effectively return to the workforce.

I am particularly concerned that you are traumatizing the girls by lying to them. You told them that I will go to prison for not paying medical bills. How far are you willing to go for money? How do you expect the girls to believe you when you say such outrageous things just to hurt me? How can I overlook the fact that you don't care that you hurt them?

I do not appreciate that you forged my name on [REDACTED]'s orthodontic financial agreement (people go to prison for that, in case you've forgotten).

Russ

- i. This email references [REDACTED]'s new therapy provider, as explained in "Concerning Therapy Decisions" above.
- ii. Russel sent Lauren the email after having talked to [REDACTED] on a bi-weekly court-ordered phone call for his parent-time.
- iii. [REDACTED] had tearfully told Russel "Mom wants us to remember that you're a liar and a criminal, and you're going back to prison. I don't want to talk about it."
- iv. Russel felt Lauren's inappropriate discussion with the children, in which Lauren gave them dishonest and manipulative information, was an action "no loving mother takes" and was a "new low" given that Lauren was willing to cause pain and stress to the children to coerce \$500 from Kirk Marsh.

DATED this 26th day of February, 2025.

Kirk Russel Marsh

Kirk Russel Marsh, Respondent

EXHIBIT 8



Russel Marsh <kirkrusssel@gmail.com>

Natalie ortho update, oral surgeon referral

6 messages

Lauren Zimmer [redacted]
To: Russel <kirkrusssel@gmail.com>

Wed, Mar 8, 2023 at 5:21 PM

Hi Russ,

[redacted] had her scheduled checkup with the orthodontist yesterday. We were hopeful that she would lose her remaining baby teeth on her own, but unfortunately her remaining 4 baby teeth are holding on tight. The orthodontist would like us to have those last 4 teeth extracted, as they are blocking 6 of her final adult teeth from coming in. The orthodontist also noted that Natalie's x-rays now show all four wisdom teeth and her bottom two wisdom teeth are blocking her 12-year molars from coming in. He referred me to a local oral surgeon to get a consult for possibly removing those two wisdom teeth as well as the remaining baby teeth.

I will keep you updated on when I'm able to get a consult and what the oral surgeon recommends.

Sincerely,
Lauren

Lauren Zimmer [redacted]
To: Russel <kirkrusssel@gmail.com>

Thu, Mar 16, 2023 at 11:54 AM

Hi Russ,

I was able to schedule [redacted] consult with Utah Surgical Arts, the oral surgeon office recommended by our orthodontist. It is scheduled for Wednesday, March 29th. I'll let you know what I learn from that appointment.

Sincerely,
Lauren

> On Mar 8, 2023, at 3:21 PM, Lauren Zimmer [redacted] wrote:

>
>
[Quoted text hidden]

Lauren Zimmer [redacted]
To: Russel <kirkrusssel@gmail.com>

Thu, Mar 30, 2023 at 4:35 PM

Hi Russ,

[redacted] had her consultation appointment yesterday. It did not go as well as I had hoped. We waited for almost an hour and a half to be seen by the doctor. He was very short with us and then the office wanted us to wait longer to speak with the financial team to go over costs, but we had to leave to meet [redacted] and [redacted] who were coming home from school. I called the orthodontist and received a second recommendation for another oral surgeon. I called today and set up a consultation with them for April 18th. Hopefully that appointment will go a little smoother and we'll be able to move forward with getting [redacted] the help she needs for her teeth. I'll keep you updated after I take [redacted] to that appointment.

Sincerely,
Lauren

[Quoted text hidden]

Lauren Zimmer [redacted]
To: Russel <kirkrusssel@gmail.com>

Fri, Apr 21, 2023 at 4:28 PM

Hi Russ,

[redacted] had her consultation with the second oral surgeon's office, Alpine Surgical Arts, this week. The doctor's name is Dr. Tate Viehweg and I liked him and the office. They took a few x-rays and confirmed the orthodontist's concerns about [redacted] wisdom teeth blocking her 12-year-molars. They said it is not as common to remove wisdom teeth at 12, but it's not rare either. Dr. Viehweg emphasized that not doing it in the next few months would create more problems down the line for her. They will put her under general anesthesia and remove all four of her wisdom teeth, along with her four remaining baby teeth. As all four wisdom teeth are impacted, it will be a pretty good recovery period, likely 3-4 days. She'll get stitches in the back of her mouth and need to steer clear of strenuous activity/ sports for two weeks. It is an exceptionally busy time of year with the end of school and spring sports, so I asked if we could wait a few months and do it over the summer. The doctor was fully supportive of that and we went ahead and made an appointment for Monday, July 10th for all the extractions.

Please let me know if you have any questions. Also feel free to reach out to the oral surgeon's office with questions. Their number is 801-766-4834.

Sincerely,
Lauren
[Quoted text hidden]

Lauren Zimmer [redacted]
To: Russel <kirkrusssel@gmail.com>

Mon, Jul 10, 2023 at 7:15 AM

Hi Russ,

The oral surgeon had a conflict with [redacted] appointment to remove her wisdom teeth, so we've rescheduled for Monday, August 7th.

Lauren
[Quoted text hidden]

Lauren Zimmer [redacted]
To: Russel <kirkrusssel@gmail.com>

EXHIBIT 9

SECOND JUDICIAL DISTRICT - FARMINGTON DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of LAUREN R MARSH, Petitioner, and KIRK RUSSEL MARSH, Respondent.	NOTICE OF CASE MANAGEMENT CONF Case No: 184701031 DA Commissioner: CHRISTINA WILSON Date: March 27,2025
--	---

In-person Appearance

CASE MANAGEMENT CONF is scheduled.

Date: 05/12/2025

Time: 11:00 a.m.

Location: Courtroom 3

Before Commissioner: CHRISTINA WILSON

SECOND DISTRICT COURT

800 WEST STATE STREET

FARMINGTON, UT 84025

* No continuances will be allowed. * A stipulated scheduling order must be filed in order to strike the case management conference.

March 27,2025

/s/ CASSEY WURTH

Date: _____

District Court Deputy Clerk

UCJA Rule 4-401.02: court proceedings, including electronic proceedings, may NOT be recorded, photographed, or transmitted. Failure to comply with this prohibition may be treated as contempt of court, punishable by fine and time in jail.

* The court will provide an interpreter upon request. If you need an interpreter, please notify the court at 801-395-1022 five days before the hearing.

* El tribunal proveerá un intérprete si lo solicita. Si usted necesita un intérprete, por favor notifique al

tribunal llamando al número 801-395-1022 cinco días antes de la audiencia.

Individuals needing special accommodations (including auxiliary communicative aids and services) should call Monica Fjeldsted at 801-447-3824 three days prior to the hearing. For TTY service call Utah Relay at 800-346-4128.

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 184701031 by the method and on the date specified.

EMAIL: KIRK RUSSEL MARSH kirkrussel@gmail.com

EMAIL: KRISTY HANSON KRISTY@MHMLAWOFFICES.COM

03/27/2025

/s/ CASSEY WURTH

Date: _____

Signature

EXHIBIT 10

Kristy L. Hanson (9680)
Lesley Johnson (16017)
MACARTHUR, HEDER & METLER
Attorneys for Lauren Marsh Zimmer
4844 North 300 West, Third Floor
Provo, Utah 84604
Telephone: (801) 377-1900
Fax: (801) 377-1091
Email: kristy@mhmlawoffices.com
lesley@mhmlawoffices.com

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the matter of the marriage of:

LAUREN R. MARSH,

and

KIRK RUSSEL MARSH.

**DECLARATION OF LAUREN MARSH
ZIMMER IN SUPPORT OF MOTION
TO ENFORCE ORDER AND FOR
SANCTIONS**

Civil No.: 184701031

Commissioner: Christina Wilson

Judge: Michael Edwards

Lauren Marsh Zimmer (hereafter “Lauren” or “Mother”), declares and states as follows:

1. I am a party in the above-entitled matter, am over eighteen (18) years of age, and am competent to make this Declaration. The statements set forth in this Declaration are made by me on the basis of my personal and direct knowledge of the matter and information relative to the issues in this action, unless stated upon information and belief, and to these, I believe them to be true.

2. I am providing this Declaration in support of my *Motion to Enforce Order and for Sanctions* based on Kirk Russel Marsh’s (hereafter “Russel” or “Father”), failure to follow this Court’s orders. I am seeking sanctions consistent with Utah Code Ann. §§81-1-203(2) (formerly U.C.A. §30-3-3(2)) and 78B-6-310. Specifically, I am seeking a finding of contempt, a fine for each finding of contempt, jail time for each finding of contempt, an order that Father read BIFF for Co-Parenting Communication

by Bill Eddy, Ph.D., an order that we use Our Family Wizard (OFW) for communication at Father's expense, an order that Father respond to communications within 48 hours, an order that Father attend a high conflict parenting class, an order that Father remove his Instagram posts showing letters written to me, under the account @kirkrusselmarsh, an order that Father engage in therapy with an AFCC informed therapist, an award of attorney's fees, and any other sanctions the Court deems appropriate to gain Father's compliance.

3. The exhibits mentioned in this Declaration will be provided to the opposing party contemporaneously with him being served with the documents pertaining to the *Motion*. Another copy will be provided to the Court before the hearing to be available for the Court's review.

RELEVANT BACKGROUND INFORMATION

4. Russel and I are the parents of three minor children: N.R.M. (born November 2010); I.L.M. (born June 2012); and I.A.M. (born June 2015).

5. A *Bifurcated Decree of Divorce* was entered by this Court on May 14, 2019. On November 27, 2019, the Court entered a *Supplemental Decree of Divorce*. On April 8, 2021, the Court entered an *Amended Supplemental Parenting Plan*. These are the controlling orders in the matter.

6. Father has a history of non-compliance with laws and court orders. He believes that he can cherry pick which laws and court orders to abide by. Father was arrested in July 2017 for stealing approximately \$8,000,000 and pled guilty to wire fraud, bank fraud, and aggravated identity theft. He served for two years and nine months in a federal prison in Maryland. He was released in fall 2020 with provisions of home confinement and the required use of an ankle monitor. Father was only released at this time because of inmate health concerns with COVID-19. Father currently resides with his parents in Virginia.

7. According to the *Supplemental Decree of Divorce*, Father was ordered to pay me \$700 a

month for child support despite his low-income calculation while in prison. Father ceased paying me child support in December 2023. He has paid \$0 in child support since that time. Additionally, Father was ordered to share equally in any out-of-pocket medical premiums, and medical, dental, orthodontic, or psychiatric care of the minor children. Father ceased paying me any of these amounts since December 2023. Father ignores my requests for payment for these issues, despite being ordered to do so by the Court.

ISSUES FOR MOTION TO ENFORCE

Child support

8. On November 27, 2019, after trial in this matter, the Court ordered that “[Russel] shall pay [Lauren] child support in the amount of \$700.00 per month for base child support.” ***See***

Supplemental Decree of Divorce, ¶ 8. Specifically, the Court found

“Under the low income calculation, Respondent would only owe \$30.00 per month for child support. Given the facts of this case, the reason for Respondent’s lack of earnings being his own fault due to his criminal conduct, and the needs of the parties’ minor children for support, the Court finds that it is justified in deviating from the guidelines in ordering Respondent to pay Petitioner child support in the amount of \$700.00 per month for base child support beginning September 1, 2019.” ***See Findings of Fact and Conclusions of Law Re: Supplemental Decree of Divorce.***

9. Additionally, our orders make it clear that ensuring that our daughters’ financial needs are provided for are a priority. Our *Amended Supplemental Parenting Plan* provides that “[w]e recognize our mutual obligation to provide for our daughters. We will make our daughters’ well being a priority by supporting her/them financially and emotionally. We will put our daughters’ interest above our own in caring for them and providing for their needs.” ***See Amended Supplemental Parenting Plan, ¶ 15.*** Our *Amended Supplemental Parenting Plan* was ordered by the Court after both Father and I appeared for a hearing on the Supplemental Parenting Plan on May 26, 2020. Father is aware of his obligations under our *Amended Supplemental Parenting Plan*.

10. In June 2023, Father failed to pay the full-amount of his child support obligation. When he did not make this payment, I emailed him for clarification on June 27, 2023, July 6, 2023, July 17, 2023, and August 2, 2023. *See Emails, Exhibit 1.* Finally, on August 3, 2023, Russel responded but failed to provide clarification or answers regarding why he refused to pay the full child support amount. Instead, Russel requested that I send him a list of all expenses each month, which I had already been providing to him.

11. In January 2024, Father escalated his failure to properly pay for his financial obligations for our daughters. The last form of any payment that I have received from Father was on December 5, 2023. *See Transaction History, Exhibit 2.* In January 2024, Russel made no payment for his child support obligations. Father then made no payment for child support in February 2024, March 2024, April 2024, May 2024, June 2024, July 2024, August 2024, September 2024, October 2024, November 2024, and December 2024. As the Court can see, for almost all of 2024, Russel has paid zero child support. It has been over one year since Father has made a child support payment.

12. Father owes me \$7,700 for child support from January 2024 through November 2024. I have included a table below detailing the monthly amount ordered, what I received from Father, and the amount he still owes.

Table 1: Child Support			
Month	Amount Ordered (\$700.00 plus arrears)	Amount Received from Father	Amount Owing
January 2024	\$700 (plus arrears)	\$0.00	\$700.00
February 2024	\$700 (plus arrears)	\$0.00	\$700.00
March 2024	\$700 (plus arrears)	\$0.00	\$700.00
April 2024	\$700 (plus arrears)	\$0.00	\$700.00
May 2024	\$700 (plus arrears)	\$0.00	\$700.00
June 2024	\$700 (plus arrears)	\$0.00	\$700.00
July 2024	\$700 (plus arrears)	\$0.00	\$700.00
August 2024	\$700 (plus arrears)	\$0.00	\$700.00

September 2024	\$700 (plus arrears)	\$0.00	\$700.00
October 2024	\$700 (plus arrears)	\$0.00	\$700.00
November 2024	\$700 (plus arrears)	\$0.00	\$700.00
			TOTAL UNPAID: \$7,700

13. Through November 2024, Father is behind on his child support a total of \$7,700.

14. I request that this Court award a judgment of \$7,700 in past due child support and that this Court hold Father in contempt of Court for his failure to pay.

Insurance premiums

15. Father has not paid me his equal share of insurance premiums since December 2023. I have included a table of all the amounts owed by Father for out-of-pocket medical premiums since January 2024.

16. Pursuant to ¶ 9 of the *Supplemental Decree of Divorce*, Father and I are required to share the costs of medical and dental insurance, if any, equally. The monthly per capita share for insurance coverage for our minor children is \$240. ***See Insurance Verification, Exhibit 3.*** Father's equal monthly share is \$120. Father has paid \$0 since December 5, 2023. Father owes \$1,320 in unpaid insurance premiums from January 2024 through November 2024.

17. I request that this Court award a judgment of \$1,320 in past due insurance premiums.

Table 3: Unpaid Insurance Premiums	
Pay Date	Portion Owed by Father
January 2024	\$120.00
February 2024	\$120.00
March 2024	\$120.00
April 2024	\$120.00
May 2024	\$120.00
June 2024	\$120.00
July 2024	\$120.00
August 2024	\$120.00
September 2024	\$120.00
October 2024	\$120.00

November 2024	\$120.00
TOTAL UNPAID: \$1,320	

Medical expenses

18. According to our *Supplemental Decree of Divorce* and *Amended Supplemental Parenting Plan*, the Court ordered that we shall “share the costs” of “[a]ny out-of-pocket medical, dental, orthodontic, or psychiatric care” for our daughters.” *Id.* The Amended Supplemental Parenting Plan also confirms that “[p]ayment will be made within 30 days of receipt of verification of expenses.” *See Amended Supplemental Parenting Plan, ¶ 15.* Also, as detailed above, the Court’s orders clearly provide that the payment of these expenses must be a priority. *Id.* at ¶ 15. Our minor children have required routine and non-routine medical assistance and intervention since the entry of the *Supplemental Decree*. Russel ceased paying his equal portion of these expenses in December 2023.

19. I have diligently provided Father with timely notice of all expenses. *See Emails, Exhibit 4.* He has not reimbursed me any portion of the medical costs with which I have provided him notice of since December 2023. I have included a table with all of the medical expenses for our three minor children since December 2023, along with Father’s portion owed, and the date with which I provided him notice of the expense. Father owes a total of \$1,314.26 in past due unreimbursed medical expenses.

Table 4: Unpaid Medical Expenses			
Nature of Medical Expense	Date Father was provided with Notice	Medical Expense Amount	Father’s Portion Owed
████████ seizure medication	5/4/2023	\$30.73	\$15.36
████████ strep, Feb. 25; ██████ strep, March 7; ██████ therapist, March 27, 2023	5/10/2023	\$296.27	\$148.14
████████ meds refill, Sept. 5, 2023	9/6/2023	\$32.27	\$16.13
████████ therapist, Sept. 5, 2023	9/6/2023	\$50.00	\$25.00

meds refill, Oct. 9, 2023	10/11/2023	\$32.27	\$16.13
refill, Nov. 2, 2023	11/2/2023	\$32.27	\$16.13
therapy, Oct. 18 and 24, 2023	11/9/2023	\$252.50	\$126.25
prescription eye drops for pink eye, Nov. 9, 2023	11/9/2023	\$10.70	\$5.35
therapy, Nov. 14, 2023	12/16/2023	\$92.13	\$46.06
refill, Dec. 30, 2023	12/30/2023	\$32.27	\$16.13
refill, Feb. 10, 2024	2/10/2024	\$32.27	\$16.13
appointments	3/4/2024	\$174.03	\$87.01
refill	3/14/2024	\$33.88	\$16.94
therapy, Apr. 10, 2024	4/10/2024	\$50.00	\$25.00
therapy, Apr. 17, 2024	4/17/2024	\$45.19	\$22.60
therapy, Mar. 19 and 27, 2024	4/17/2024	\$218.06	\$109.03
appointment, Apr. 17, 2024	5/14/2024	\$96.44	\$48.22
therapy, Apr. 23, 2024	5/14/2024	\$145.68	\$72.84
therapy, May 14, 2024	5/14/2024	\$45.19	\$22.59
therapy, Apr. 8, 2024	6/6/2024	\$425.64	\$212.82
therapy and therapy appointments	6/7/2024	\$182.53	\$91.26
therapy, May 14, 2024	7/11/2024	\$86.85	\$43.42
meds refill, July 12, 2024	7/12/2024	\$50.14	\$25.07
medication refill, August 16, 2024	8/16/2024	\$43.82	\$21.91
medication refill, Sept 16, 2024	9/17/2024	\$45.57	\$22.78
medication refill, October 15, 2024	10/16/2024	\$45.57	\$22.78
medication refill, November 15, 2024	11/19/2024	\$46.37	\$23.18
TOTAL UNPAID: \$1,314.26			

20. Finally, I am extremely concerned about our daughter's braces and Father not fulfilling his obligation. Our daughter is about to complete her Phase 1 of braces. The orthodontist office will not remove the braces until it is paid in full. The financial agreement provides that Father and I each pay one-half directly to the orthodontist. Additionally, Father approved our daughter's orthodontia care via email. He understood the financial obligation that her necessary care would create as I provided him with clear and specific cost estimates. Each time I talk our minor children to receive orthodontia care, the office inquires as to whether or not I have heard anything from Father regarding his share of the expenses. They have represented that they have left Father roughly a dozen voicemails, several text messages, and numerous emails. Father has not responded to anything. I am concerned that Father will not fulfill his financial obligation and then they will not be removed timely. ***See Emails re: Orthodontia, Exhibit 5.***

21. Additionally, Father has failed to maintain his financial obligations to our daughter's therapist. Specifically, Father refused to sign the financial agreement and necessary paperwork required by the therapist's office. As a result of Father's failure to cooperate, the therapist has discontinued services for our daughter. Father and I were required to sign the paperwork to continue treatment for our daughter. Father has willfully and intentionally refused. ***See Emails re: Therapy Appointments, Exhibit 6.***

22. I request that this Court enter judgment of \$1,314.26 for past due medical expenses.

23. I request that this Court order that Father immediately pay his remaining one-half of the orthodontia.

24. I request that the Court issue orders that if Father fails to sign any paperwork necessary for therapeutic services for our children within 48 hours of the request, that his approval is not required and I can make the therapeutic decisions without his input or signature.

Communication

25. On June 23, 2020, the Court signed our Supplementing Parenting Plan. The Supplemental Parenting Plan required that Father and I were to “make our best efforts to [share information in a civil, cooperative, co-parenting fashion in furthering the best interests of our daughters.” *See Supplemental Parenting Plan, ¶ 3.*

26. Furthermore, the communication orders require that our “communication will be only regarding [our] children.” *Id.* at ¶ 10.

27. In our communication, Father and I are to “treat each other with decency and respect.” *Id.* at ¶ 23. Father and I are both under the obligation to “communicate in a business-like and respectful manner” and to “not allow the conversation to become heated or overly emotional.” *Id.* at ¶ 24.

28. Father has failed to comply with the detailed communication provisions of this Court’s orders. Father’s failures have included being uncivil, becoming overly heated in the conversation, and refusing to respond (which is not “business-like” in nature).

29. On November 15, 2023, I emailed Father to inquire about summer plans for the 2024 summer. In particular, I needed to sign up our oldest daughter for a camp, which needed to be done by the end of the year. I let Father know that:

The reason I ask is because [REDACTED] is eligible to attend FSJ (the Church’s current version of EFJ) next summer and registration is currently open until the end of the year. I’d like to sign her up and want to be sure it does not conflict with the custodial time you are planning. If I were to sign her up for a session in late July or early August, would that work for you? *See Emails to Russel re: Summer 2024, Exhibit 7.*

30. Father did not respond. On December 7, 2023, three (3) weeks later, I followed up with Father letting him know that “I am planning to sign her up for the week of July 29 – August 3. If you have any conflict with that, please let me know asap so we can make other arrangements.” *Id.*

Again, Father did not respond.

31. On April 13, 2024, after months without response, I followed up with Father, again, to confirm the dates and times for the FSY camp would work. *Id.*

32. Father's refusal to timely address this is not communicating in a business-like manner. Additionally, it is not sharing information in a manner that allows us to co-parent in our children's best interests. I was merely asking Father for a general timeframe for when he intended to exercise his extended summer parent-time. I was not even asking for specific dates.

33. On October 11, 2023, I emailed Father to confirm we were on the same page for the custody dates for pick-up/drop-off times for Thanksgiving and Christmas Break. I sent Father a civil and business-like email that stated:

As the holidays are coming up, I wanted to confirm the girls' parent-time with you. My understanding is that [REDACTED] will be with you for Thanksgiving from after school on Friday, November 17- Sunday, November 26. I'll plan to leave the girls' suitcase with the front office at Ridgeline as we've done in the past.

For Christmas break, I have that the girls will be with you starting at 1pm on Saturday, December 30 - Sunday, January 7.

I'd appreciate if you could confirm those dates to be sure we are on the same page. ***See Emails re: 2023 Holiday Schedules, Exhibit 8.***

34. Again, Father did not timely respond.

35. On November 16, 2023, as the holidays were upcoming, I emailed Father, again, to try to coordinate the holiday schedules asking him to confirm "what time would you like to meet on Sunday, Nov. 26th for me to pick up the girls?" *Id.*

36. On November 22, 2023, only a few days before Thanksgiving, I emailed Father, again, asking for confirmation for the pick-up and drop-off for the upcoming holiday. *Id.* I also needed to coordinate a doctor's appointment with Father, which was time sensitive. *Id.* Father still did not

respond.

37. After the Thanksgiving holiday, on November 28, 2023, I sent Father an email to try to coordinate the pick-up and drop-off for Christmas. *Id.*

38. On December 3, 2023, Father finally responded about the Christmas holiday and selected times for the holiday that were outside of his holiday parent-time. *Id.* I responded to Father on December 4, 2023 trying to resolve the conflict. Father did not respond.

39. As with the prior communications, Father's failure to timely respond was not business-like in manner and was not conducive to co-parenting.

40. In 2022, [REDACTED] needed to be enrolled in therapy. I repeatedly tried to address this with Father through email communication, which he ignored. I emailed Father about the therapy on February 2, 2022, February 9, 2022, February 25, 2022, March 1, 2022, March 15, 2022, November 3, 2022, July 8, 2023, July 17, 2023, and July 26, 2023. *See Emails to Russel re: Therapy, Exhibit 9.* Father repeatedly did not respond to my requests. Due to Father's refusal to communicate, our daughter's necessary therapy was delayed until October 2023.

41. In March 2023, [REDACTED] required oral surgery to remove 4 impacted wisdom teeth. I emailed Father 6 times over the course of March 2023 through August 2023 to address this with him and never received a response. *See Emails re: Oral Surgery, Exhibit 10.* I finally had to move forward with the operation without Father's input as our daughter's surgery became necessary to relieve pain and prevent further damage.

42. In November 2022 and December 2022, I sent 7-emails to Father requesting consent for [REDACTED] to start therapy. It took over 7 emails, with no response, for Father to finally consent to the therapy. *See Emails re: Therapy for Oldest Daughter, Exhibit 9.* Again, Father

delayed this needed care for our daughter by refusing to respond.

43. In July 2022, I tried to communicate with Father about our daughter's baptism. I first emailed Father on July 16, 2022. He did not reply to this email. *See Emails re: Baptism, Exhibit 11.* I then emailed Father on August 6, 2022, with no response. Father continued to ignore the baptism. On July 10, 2023, a year later with no response, I emailed Father about the baptism. *Id.* He still did not respond. On August 2, 2023, I emailed Father and finally received a response. *Id.*

44. ~~Our youngest daughter~~ has epilepsy. Father has routinely given incorrect dosages of medication for her medication. I have tried to coordinate this with him and requested information on his observations regarding her seizures. Father has not responded to these efforts, including ignoring emails on August 16, 2022 and September 12, 2022. *See Emails re: Medication, Exhibit 12.*

45. Father is also uncivil in his communications to me on the rare occurrence that he does respond to my requests to co-parent. This is representative of Father's historical behavior. Previously, our minor children participated in reunification therapy after Father's release from prison. The provider wrote a letter indicating that Father continually disparaged me in front of the minor children. As a result, Father was required by the Court to exercise supervised parent-time over a Spring Break parent-time visit. Specifically, Father told our minor children things such as "Mom cares more about herself than you girls. She doesn't care about you, she just cares about herself and Ben. I (Russ) care more about you girls than anything." *See Letter from Reunification Therapist, Exhibit 13.*

46. Father's disparaging and mean comments have continued since this time. For example, Father unilaterally scheduled flights during my parent-time during Winter Break 2023. When I did not agree to let him take our minor children outside of his scheduled parent-time, he "charged" me for the cost of the change fees and plane tickets. Father was punitive because I did not agree to let him take away from my parent-time. Regarding this dispute, Father emailed me disparaging comments on

December 26, 2023, stating:

“I am saddened that I have to send communication at this time to address your mean behavior regarding picking up and dropping off the girls for the second part of Christmas break.... This repeated mean behavior of limiting my time with my girls clearly shows the type of person who you truly are. Until this point, I have turned the other cheek to your attempts to “split the baby.” I have given every opportunity for you to change your behavior. Sadly, the years have shown your behavior will not change unless you are forced to change.” ***See Email dated December 26, 2023, Exhibit 14.***

47. Father also threatened to have a “sad conversation about how [my] selfish behavior has hurt the girls.” *Id.* Father’s emails are not civil or business-like.

48. Father sent me a follow-up email regarding this dispute on February 13, 2024 stating “On December 29, I informed you that I would be at the school to pick up the girls at 7:30 am for our scheduled flight. Should you choose not to make them available, you would pay for the entire price of the flight, plus change fees, from upcoming child support payments. I did not receive a response until after 5 pm on Friday, December 29, stating that you would no longer communicate with me regarding parent time, and any negotiation could be done through our attorneys. This was 16 hours before scheduled flights, and outside business hours when attorneys could assist... Your decision to withhold the children and cut off communication implied consent to my offer. You forfeited the right to change the financial settlement in the matter. The cost of the flights was \$3,600, plus \$1,000 to change the flights. I will continue to credit the full cost to future child support payments. You can expect cash payments when the credit has been exhausted.” ***See Email dated February 13, 2024, Exhibit 15.***

49. Father cannot unilaterally change the controlling orders in this matter to dictate different parent-time for himself. Father also cannot unilaterally withhold child support because I would not comply with his demands. This is indicative of Father’s historical controlling behavior. The Court needs to send a strong message that Father cannot behave in this poor manner.

50. As another example, Father emailed me the following on April 21, 2024:

“Lauren, this is not the first time you have behaved in this manner. It is sad that, as a mother, you would behave this way towards our children... Lauren, your behavior is absolutely contrary to that of good mother... I have not discussed how you threw away the principles of marriage for money. Is a sad state of affairs when you so publicly claim that family is so important to you, yet when it comes down to it, you’re willing to trade it in for a bank account and a big house... I am reminded of the story of Solomon. He was asked to judge between two women who claimed a baby as their child. I’m sure you know this story well. Sadly, for you, your behavior is aligned with the woman who is willing to split the baby in half rather than allow the baby’s true mother to have the child. You have attempted to split and alienate the girls from me. You have lied and manipulated. The mental and emotional

abuse that has occurred from you is unbelievable for the girls.” ***See Email dated April 21, 2024, Exhibit 16.***

51. Notwithstanding Father’s baseless accusations, it is significant that he does not acknowledge his extensive criminal history and time spent in prison which could result in any “alienation” he perceives in our minor children. Father’s own criminal acts resulted in a lengthy period of absence from the lives of our minor children.

52. On September 5, 2024, Father emailed me making repeated disparaging statements to me. At the time, due to Father’s failure to maintain his financial obligations, our minor child was unable to continue to receive therapy. Father responded telling me my actions are a “new low” and that my behavior was “deplorable.” ***See Email dated September 4, 2024, Exhibit 17.***

53. Father told me that my actions were something that “no loving mother takes.” *Id*

54. Father continued making disparaging comments about me telling me that “your disregard for anyone other than yourself is consistently sad and disappointing.” *Id.*

55. I request that this Court find that Father is in contempt of court for failing to comply with the communication provisions of our Court orders.

56. To ensure future compliance, I request that this Court order that Father respond to communications within 48-hours. If Father fails to respond within 48 hours, I request that I be allowed to make the decision without his input. As the Court can see, his failure to communicate and respond has presented immediate and irreparable harm to our minor children.

57. I request that this Court order that we use Our Family Wizard (OFW) at Father’s expense to ensure timely communicate that is responded to.

58. I request that this Court order that Father read the book, BIFF for Co-Parenting Communication by Bill Eddy, Ph.D. to ensure that he communicates in a civil and businesslike

manner.

59. I request such further relief as this Court deems just and equitable.

Mutual Restraining Order

60. The Supplemental Decree of Divorce provides that “[n]either party shall harm, harass, or annoy the other party or make any negative or derogatory comments about the other party in the presence of the children, or allow third parties to do so.” ***See Amended Supplemental Decree of Divorce, ¶ 17.***

61. Additionally, the parenting plan, which is signed by this Court, provides clarification that this mutual restraining order requires that “[t]he parties will not discuss the divorce, who filed for the divorce, who chose the divorce, or express anything to the children regarding the parties’ relationship, nor a hope that the parties will get back together.” ***See Amended Supplemental Parenting Plan, ¶ 17.***

62. Father has failed to comply with this order. Father is currently maintaining an Instagram page under the username @kirkrusselmarsh. ***See Instagram Page, Exhibit 18.***

63. On his page, Father has clearly indicated that the intent of his page is to provide information to our daughters. On the heading of the page, Father states “For my girls, that they may always know what’s important.” *Id.* The profile picture is of Father hugging one of our daughters.

64. The posting on this public Instagram page, which is assessable to our daughters and the public in general, are copies of letters that Father sent to me while he was incarcerated. Throughout these letters, Father repeatedly disparages me, blames me for the divorce, discusses our relationship, and indicates that he had a desire to remain marriage. I find it harassing to have these details of my life to be publicly shared by Father. Even more concerning though, as our daughters can access the

information, the comments have been made in our daughter's presence. The information shared is a clear violation of the specific mutual restraining order. Father is attempting to cast blame on me for the dissolution of our marriage, specifically intending to alienate our minor children.

65. In fact, Father has publicly stated that the intent of his postings on Instagram are to provide the information to our daughters. Our daughters can find this page through a simple internet search. Our daughters do not even need an Instagram account to access the information.

66. I request that this Court find Father in contempt of Court.

67. I request that this Court order that Father attend a high conflict parenting class.

68. I request that this Court order that Father engage in therapy with an AFCC informed therapist.

Standard for Contempt

69. I understand that to be found in contempt of court, "a party must have (1) known of the duty imposed by the court's order, (2) had the ability to comply with the order, and (3) willfully and knowingly refused to comply." *Utah Farm Prod. Credit Ass'n v. Labrum*, 762 P.2d 1070, 1074 (Utah 1988). Father knew of his duty to pay financial obligations as indicated in current court orders, has the ability to comply, and willfully and knowingly refuses to comply.

70. Father has knowledge of the *Supplemental Decree* as it was issued by the Court after a two-day bench trial. Father understood what his obligations are under the *Supplemental Decree* and has willfully refused to comply. Father complied with the financial provisions of the *Supplemental Decree* from its entry in 2019 up until December 2023. It is significant that when Father's gross monthly income was only \$60 while he was in federal prison, he was able to comply with his child support obligation. Now that Father is no longer in federal prison, he has an increased ability to comply with

his child support obligation. Yet, Father has not made any effort to comply, even partially, with his financial obligations as contained in the controlling orders. He has paid \$0 since December 2023. As Father is paying zero child support, he is providing himself with the necessities of life. Father is also aware of the Court's orders regarding communication and mutual restraining order. Father's intentional disregard for these provisions of the Court's orders should not be tolerated. The Court needs to send a strong message to Father that he cannot cherry pick which court-ordered obligations to fulfil. Father should not be allowed to avoid his financial obligation to help support our three minor children in direct violation of the orders of the Court.

71. Father has the ability to comply with all of this Court's orders. Specifically, Father has the ability to comply with the Court's financial orders. Father currently flies to Utah from Virginia, almost monthly. Ticket prices for these flights are around \$500-\$750 per trip depending on the time of year. Father pays nearly an equal amount to his child support obligation on plane flights every month. In addition to these significant travel expenses, Father also gifted each of our minor children a brand new 10th generation iPad, engraved with their names in summer 2024. At that time, the costs for each of those was \$450 each, for a total of \$1,350 in consumer electronics, without additional costs for cases, engraving, etc. If Father can afford to buy our minor children brand new iPads, Father can afford to pay child support and other ordered costs.

72. Father willfully refuses to comply by not fulfilling his financial obligations as he has paid nothing in child support, medical expenses, or insurance costs since December 2023.

CONCLUSION AND SUMMARY OF REQUESTED RELIEF

73. I have tried to secure Father's compliance with the *Supplemental Decree*. Father has avoided his responsibilities for nearly a year. He refuses to acknowledge any of the bills that I send him to split evenly, despite being ordered to do so by the Court. He also refuses to pay his monthly

child support obligation.

74. Father should be found in civil contempt for his willful failures to follow the orders of this Court. These rules are an expectation and not an invitation. Father's repeated violations month after month without any remorse or consequence makes it likely that this will continue to happen. No one should be able to excuse themselves from legal compliance. I ask this Court to impose consequences, including jail time and financial penalties, so that he understands the importance of abiding by legal rules and the order of this Court. I request that Father be ordered to read the book BIFF for Co-Parenting Communication by Bill Eddy, Ph.D., an order that we use Our Family Wizard (OFW) at Father's expense, an order that Father respond to communications within 48 hours or I can make the final decision, an order that Father attend a high conflict parenting class, an order that Father remove his Instagram posts showing letters written to me, under the account @kirkrusselmarsh, and an order that Father engage in therapy with an AFCC informed therapist.

75. I also request the following judgments:

76. A judgment for \$7,700 for past due child support from January 2024 through November 2024, and any further child support incurred between November 2024 and the date of the hearing.

77. A judgment for \$1,320 for one-half of the costs of medical and dental insurance from January 2024 through October 2024, and any further medical and dental insurance costs incurred between October 2024 and the date of the hearing.

78. A judgment for \$1,314.26 for one-half of all medical costs to be shared between the parties from December 2023 through October 2024, and any further medical costs incurred between October 2024 and the date of the hearing.

79. A judgment awarding me all attorney fees and costs, pursuant to U.C.A. §81-1-203 in being forced to bring the *Motion to Enforce* and supporting documents.

80. Imposing such other sanctions as the Court deems appropriate for Father's refusal to comply with previous Court orders.

81. Father is fully aware of his obligation to abide by the *Supplemental Decree of Divorce* and *Amended Supplemental Parenting Plan*. Father has the ability to comply and is willfully refusing to comply with the orders of this Court. I request that this Court enter sanctions consistent with Utah Code Ann. §§81-1-203(2) and 78B-6-310.

I declare under the laws of Utah that I have read the foregoing document and that the same is true and correct to the best of my knowledge.

DATED and SIGNED this 16th day of December, 2024 at Utah County, Utah.

*/s/Lauren Marsh Zimmer - signed w/permission on
12.16.24*

LAUREN MARSH ZIMMER

EXHIBIT 11

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**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT**

In the matter of the marriage of:

LAUREN R. MARSH,

and

KIRK RUSSEL MARSH.

**VERIFIED REPLY TO KIRK RUSSEL
MARSH'S *MEMORANDUM OPPOSING
MOTION TO ENFORCE ORDER AND
FOR SANCTIONS* AND IN FURTHER
SUPPORT OF *MOTION TO ENFORCE
ORDER AND FOR SANCTIONS***

Civil No.: 184701031

Commissioner: Wilson

Judge: Edwards

COMES NOW Lauren Marsh Zimmer (hereafter "Lauren" or "Mother"), by and through her attorney, Kristy Hanson, and submits her reply to Kirk Russel Marsh's (hereinafter "Russel" or "Father") *Memorandum Opposing Motion to Enforce Orders and for Sanctions* and in further support of *Motion to Enforce*.

RESPONSE TO FATHER'S OPPOSITION

Child Support

Father appears to be making an argument that the current child support order was "illegal." Despite this claim, the current child support order is the controlling order in this matter. Failure to follow court orders is not the proper avenue to seek his alleged redress. The issue of Father's

purported “illegality” of the child support order is not before the Court on this present *Motion to Enforce Order and for Sanctions*. Despite Father’s excessive filings, the matter is quite simple. There is an order requiring Father to pay Mother \$700 a month in child support. By his own admission, Father indicates that “in truth Russel has paid Lauren \$0 since the Court issued the *Supplemental Decree of Divorce* in 2019.” Father also states “Lauren has *never* received any payment of any form from Father.” Mother is unsure what more evidence she could present to support a finding of contempt other than Father’s own admissions that he has not complied with current court orders. He should be held in contempt for willful failure to follow this Court’s orders.

Based on Father’s *Memorandum*, Father also attempts to assert the defense of inability to comply with the court orders. The Utah Supreme Court has previously held that the inability to pay defense “is only effective where the person charged exercises due diligence towards compliance.” *Kessimakis v. Kessimakis*, 580 P.2d 1090, 1092 (1978). Father has not exercised due diligence towards compliance. He indicates that he has paid \$0 since the entry of the controlling court orders. Mother is only aware that she historically received payments from a bank account with the account holder name “Kirk Marsh.” Both Russ and his father have the same name and Mother knew Father to bank at this financial institution. Mother did not know that she was receiving payments from Russ’s father. Regardless, however Father decided to pay his child support obligation is his prerogative. If he chose to ask his parents to make the payments that is not Mother’s concern. Father was released early from prison in fall 2020 on provisions of home confinement. Father also states “the federal judge in Russel’s criminal case released Russel early from Supervised Release.” Instead of securing employment to satisfy his ongoing support obligations, Father chose to “pursue a PhD.” Father has been released from prison for nearly five years and still alleges that he does not have the ability to secure employment. He has provided no evidence to support any attempts to find a job or seek

employment in approximately five years since his release from prison. As such, Father has not exercised due diligence towards compliance and cannot assert an inability to pay defense.

Father states that the payments made on his behalf ceased because of Lauren “held the children ransom... costing Kirk \$1000 to reschedule Christmas plane tickets.” This is completely fabricated. Contrary to his assertion in paragraph 15(a), in December 2023, Father purchased plane tickets that were **not** during his scheduled Winter Break parent-time pursuant to the *Supplemental Decree of Divorce*. Mother told Father that she intended to follow the parent-time orders in the *Decree*, which resulted in Father incurring changed ticket fees for his own failure to abide by the parent-time orders. In retaliation, Father ceased to have his support obligation payments made to Mother.

It is important for the Court to note that Father repeatedly calls his child support obligation “illegal” and states that Mother has “illegally” collected large sums of money from his family. Unlike Father, Mother has not done anything illegal. There is a current court order which requires Father to pay child support and share in insurance premiums and out-of-pocket medical costs. There is nothing illegal about that. In addition to stealing millions of dollars several years prior, Father has continued his illegal behaviors by refusing to follow this Court’s orders.

Insurance Premiums

As evidenced by Table 3 of Mother’s *Declaration*, the insurance premiums owed by Father are from January 2024 to November 2024. No children have been added to the healthcare premium since January 2024. The portion owed by Father in this Table includes the adjustment for any and all new children covered on the same plan. As of the date of the filing of this *Reply*, Father owes \$1,800 in past due premiums for the minor children, including March 2025.

Medical Expenses

Despite failing to file a counter-motion to enforce, Father also seemingly asserts that Mother is in violation of court orders by not ensuring that our daughters' financial needs are provided for or are a priority as she denies the children braces or therapy because "Russel has no ability to pay." This is absurd logic. Insinuating that Mother is non-compliant because she doesn't cover Russel's ordered share of expenses is ridiculous. In fact, Mother has covered Russel's ordered share of medical expenses as he has failed to pay such expenses. In particular, Mother has paid in full for prescription medications, braces, doctor appointments, and therapy costs since Father has refused to reimburse her according to the controlling orders, as evidenced by Table 4 of her *Declaration in Support of Motion to Enforce*. Additionally, two of the parties' minor children are currently receiving orthodontic care that Father has specifically agreed to and is ordered by this Court to pay, and still refuses to pay for his equal share. Mother paid \$940 to cover Father's share for one of the minor children as the orthodontist cannot remove the braces until the amount is paid in full. He also owes the child's orthodontist \$1,900 for his share of orthodontist expenses for the parties' other child.

Since the filing of Mother's *Declaration of Support*, Mother has incurred additional medical expenses (including orthodontia treatment) that should be equally split by Father, pursuant to the controlling orders. ***See Exhibit 19, Evidence of Additional Medical Expenses.*** As of the date of the filing of this *Reply*, Father's share of medical expenses is \$2,297.65. It is equally irrational for Father to state that "Lauren has not made the daughter's needs a priority, financial or otherwise" when he has admitted to paying Lauren \$0 since the entry of the *Supplemental Decree of Divorce* in 2019. This is merely an attempt by Father to mitigate his repeated failures to abide by this Court's orders.

Communication

The irony in Father's hypocritical response to failure to follow communication provisions in current court orders is not lost. Father uses Dana Emmons to evade responsibility for his failure to

respond to Mother's attempts to communicate and then immediately attempts to discredit Dana Emmons for her letter indicating that he disparaged Mother in front of the children. He cannot have it both ways. This is indicative of Father's historical behavior to refuse to accept responsibility for his own actions and to cast blame to those around him. Furthermore, Father raises claims against Mother, but he has filed no counter-motion, so he has no claims before the Court.

It is interesting that the crux of Father's argument is that the Court has sent a strong message that "it will break laws, statutes, guidelines and ethics" to order him to nominally provide financial support to the parties' three children. Once again, it is not Father's own criminal actions that have placed him in this position, but according to him it is the Court's "illegal" and unethical behavior. Father's *Memorandum* is riddled with fabrications meant to deflect his own poor choices. Mother strongly denies that she disparages Father in front of the children or alienates them from him. She encourages the minor children to develop a healthy relationship with Father, including sitting with him at events and exercising virtual parent-time.

Mutual Restraining Order

Father's response to his failure to abide by the mutual restraining order is comical. He would have the Court believe that an unknown third party would impersonate him on Instagram, use his full name and photo, retain full copies of private letters that Father wrote, publicize them on social media, and state "for my girls, that they may always know what's important." This is ridiculous. Father believes that this Court is naive enough to believe that the "girls" referenced in the bio are "friends of the account owner" and not the parties' minor children. For what purpose would friends of the alleged account owner care about Father's intimate letters to Mother while he was in prison? If Father wants to maintain this absurd fabrication, he should file a report with Instagram and the police to identify theft to have the account disabled. Father should be held in contempt.

Standard for Contempt

As mentioned herewith, Father cannot employ an inability to pay defense as he has not exercised his due diligence with compliance. Father has not even paid the \$30 a month in child support that he believes he should pay. Father is refusing to work because he does not want the federal government to garnish his wages for the amount that he owes in restitution relating to his criminal case. By his own admission, he has paid \$0 in any support to Mother since the entry of the *Decree*. This is not a demonstration of due diligence towards compliance. Lauren has never told the minor children that Father would go back to prison for not paying child support. Mother should not have to express gratitude for Father's compliance with court orders. Compliance with court orders is an expectation, not an invitation.

Mother filing for divorce had nothing to do with the financial instability of being married to a felon, nor her supposed desire to have a "fourth dishwasher in a custom mansion." Father is vindictive and angry that Mother filed for divorce because of his inability to show remorse, habitually selfish behaviors, repeated lies, and failure to take accountability for his own choices. Mother only states this to provide the Court with background information as to why Father is so offensive and immature in these filings.

CONCLUSION

Mother asks that Father be held in contempt for his clear violations of the *Supplemental Decree of Divorce* and *Amended Supplemental Parenting Plan*. Mother requests the following judgments:

1. A judgment for \$10,500 for past due child support from January 2024 through March 2025.
2. A judgment for \$1,800 for one-half of the costs of medical and dental insurance from January 2024 through March 2025.

3. A judgment for \$2,297.65 for one-half of all medical costs to be shared between the parties from December 2023 through February 2025.
4. A judgment awarding her interest for all arrears that Father owes at the federal post-judgment interest rate of January 1, 2024, plus 2% pursuant to U.C.A. §15-1-4(3)(a). The post-judgment interest rate at the time Mother filed her *Motion to Enforce* was 4.81%. Therefore, pursuant to U.C.A. §15-1-4(3)(a), Mother requests 6.81% interest on the judgments for past-due amounts.
5. A judgment awarding her all attorney fees and costs, pursuant to U.C.A. §81-1-203(2) in being forced to bring this present *Motion to Enforce*, supporting documents, and responding to Father's nonsensical filings.
6. Mother requests this Court impose other sanctions consistent with U.C.A. §§81-1-203(2) and 78B-6-310, deemed appropriate for Father's refusal to comply with previous Court orders.

DATED and SIGNED this 10th day of March, 2025.

/s/ Kristy L. Hanson
KRISTY L. HANSON
Attorney for Lauren Zimmer

VERIFICATION

I declare under the laws of Utah that I have read the foregoing document and that the facts contained in the Relevant Background Facts section herein are true and correct to the best of my knowledge and belief.

DATED and SIGNED this 10th day of March, 2025 at Utah County, Utah.

/s/Lauren Zimmer – signed w/ email permission
LAUREN MARSH ZIMMER

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the law firm of MACARTHUR, HEDER & METLER, PLLC, 4844 North 300 West, Third Floor, Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on this 10th day of March, 2025:

PARTY	METHOD OF SERVICE
Kirk Russel Marsh kirkrussel@gmail.com <i>Respondent</i>	☐ Hand-delivered ☐ U.S. Mail ☐ Fax ☒ E-Mail ☐ Utah Court Electronic Filing System

/s/ Mickala Mahaffey